



Lakeview Academy Board of Trustees Meeting

May 3, 2012

527 West 400 North Saratoga Springs Utah

(all times listed are approximate and the board reserves the right to vote on any item on the agenda)

- | | | |
|-------|---|-------|
| I. | Welcome | 6:00 |
| II. | Roll Call | |
| III. | Work Session | |
| | 1. Open of bids for FRP for Architectural and Engineering | |
| | 2. Questions about the agenda | |
| IV. | Welcome to General session | 7:00 |
| V. | Pledge of Allegiance | |
| VI. | Reports | 7:05 |
| | 1. Director Reports | |
| | 2. Board Reports | |
| | 3. Financial Reports | |
| | a. Financial Report, Account Reconciliation Report, Balance Sheet Report, Cash Flow Report, Check Register Report | |
| VII. | Charter Training | 7:25 |
| | 1. Encourage the use of different & innovative teaching methods and Increase choice of learning opportunities for students | |
| VIII. | Consent Agenda | 7:40 |
| | 1. April Financials | |
| | 2. Perry Building Expansion Agreement | |
| | 3. Charter Solutions Agreement | |
| | 4. H-Wire Technology Service Agreement | |
| | 5. Occupational Therapy with Spectrum Academy Contract | |
| | 6. EMI Health Renewal Contract | |
| | 7. SIS Contract | |
| | 8. RFP for Architectural and Engineering | |
| | 9. Professional Development Days- 180 Day Waiver Proposal | |
| | 10. 2012-2013 Amended School Calendar | |
| IX. | Policy Review | 7:43 |
| | How does this policy support the charter, global policies, state law, and governance? Is it effective? How do we know it is effective (direct inspection, data, audit)? Do we need to make any changes? | |
| | 1. Conflict of Interest Policy | |
| | 2. Middle School Credit Requirements and Credit Agreement | |
| X. | Public comment not related to items on the agenda, each comment is limited to two minutes. | 8:00 |
| XI. | Public Hearing | 8:15 |
| | 1. 2012-2013 Budget | |
| | 2. 2011-2012 Amended Budget | |
| XII. | Action Items | 8:30 |
| | 1. Code of Conduct Discipline Policy | |
| | 2. Performance Bonus Policy | |
| | 3. Amended 2011-2012 Budget | |
| | 4. 2012-2013 Budget | |
| | 5. Language Arts & Mathematics Ends Policy- fix to match charter | |
| | 6. Science, Arts, & Technology Ends Policy- fix to match charter | |
| | 7. Title One Grant | |
| | 8. Animation Curriculum Proposal | |
| XIII. | Board Business/Strategic Planning | 9:30 |
| | 1. Building Updates | |
| | 2. Governance training | |
| | a. Broken Promise | |
| | 3. A motion to enter a closed session for the purpose of discussion of litigation matters, acquisition of real property, or authorized personal issues. | |
| | 4. Action if any from closed session | |
| XIII. | Adjourn | 10:30 |

Lakeview Academy Board Meeting
Public Comment and Pattern of Formality Guidelines

The following are guidelines that were taken from Robert's Rules of Order and modified to assist the Lakeview Academy Board in running efficient meetings:

Public Comment

1. During the agenda under the Public Comment section, the public may address any issue not related to items already on the agenda. Please state your name for the official minutes. Please be mindful of the length of the board meeting and limit your comments to two minutes.
2. After an item has been introduced and debated by the board, the President will call for Public comment on that item only. Each public attendee shall have the opportunity to speak two times on the same issue on the same day. It shall proceed that everyone will be given their first opportunity to speak before anyone will be given their second opportunity.
3. To maintain order, if someone from the public is out of order, the President will verbally counsel them by calling, "point of order."

Order of Debate

1. The item will be introduced by the sponsor if the sponsor is not present then the President will assign someone to do the introduction.
2. Members debate the item (unless no one wished to debate it). Each member is allowed two separate opportunities to speak on the item.
3. The President will then open the item up for Public Comment following the directions in public comment section 2.
4. The item will then be opened up to the Board for additional debate if necessary.
5. A member makes a motion by saying, "I move that..." if it is long; it should be prepared in writing and given to the President or Secretary. If no motion is made then the item dies, and no further debate will occur.
6. Another board member may amend the motion. If the motion is amended the President asks is their any objection to adopting the amendment. If no objection is made, the chair may declare the amendment adopted. If even one member objects, however the amendment is subject to debate and vote like any other motion.
7. If the motion is amended the President may open it up to further board comment if necessary.
8. The President will then call the question and take a vote on the item.
9. The President announces the vote.

Pattern of Formality

1. The President should be addressed as Mister or Madam President as appropriate.
2. Wait to be acknowledged verbally or with a nod before speaking by the President.
3. Speak only to the President or though him/her.
4. Avoid personalizing any issue; speak to the subject, not the person you disagree with. An example of this would be if you believe something said to be untrue, you would say, I believe the member is mistaken instead of saying something was a lie.
5. If anyone breeches Robert's Rules or for example speaks out of turn, it is called a point of order and will be corrected by the President or any other board member that catches it. One would say, "Point of Order" The President would acknowledge the person and they would say what breach occurred. The President would then say "the point of order is well taken" or in unfounded, "the point of order is not well taken."

Questions Board Members Consider When Making Decisions

1. How will the decision affect the school?
2. How does this decision relate to our mission statement and philosophy?
3. What's the potential for legal problems if I vote yes? What if I vote no?
4. Does this decision affect:
 - a. The students and families we serve? How?
 - b. Lakeview Academy's staff? How?
 - c. The community? How?
 - d. The Board of Trustees itself? How?Is the impact on any of these groups negative? If it is, will the decision benefit significantly more people than it will harm?
5. Have we voted on this matter before? If yes, why are we considering it again? How have the conditions changes?
6. Do I have all the information I need to make a sound decision? What questions should I ask before making this decision?
7. If someone asked me to justify why I made this decision, can I explain my decision?

Lakeview Academy Expansion

Architectural and Engineering Request for Proposal

Bid Start Date: Wednesday, May 23, 2012 at 9:00 a.m.

Bid Close Date: Wednesday, June 6, 2012 at 5:00 p.m.

Question Close Date: Friday, June 1, 2012 at 5:00 p.m.

Contact Person: Jennifer Perry, Project Manager

Lakeview Academy in Saratoga Springs, Utah is accepting proposals for architectural and engineering services for an expansion of its current facilities. The addition of approximately 30,000 square feet will require adding classrooms, multipurpose use areas, office space and expansion of the cafeteria. There may be a few areas of renovation in the current facility as well, dependent on design of addition. Construction is anticipated to begin in the fall of 2012, and completed in the summer of 2013.

The following criteria are required in your statement of interest and qualifications (SOIQ) proposal and will be used to determine best value:

- Information and background on your firm
- Experience with school design, particularly as it relates to renovations, additions, and middle schools; including a list of all relevant projects completed by firm and project employees
- Ability to be innovative in meeting the needs of Lakeview Academy
- Minimum of three references from completed projects
- Fee structure, including the following broken out in separate line items:
 - Test fit
 - Programming, schematic, design development
 - Construction Documents
 - Construction Administration
 - Mechanical/Electrical/Plumbing/Structural/Civil Engineering Services
 - Hourly rates for additional services

Please submit your proposal electronically through Bidsync or on paper in a sealed opaque envelope to Lakeview Academy ATTN: Jennifer Perry 527 West 400 North Saratoga Springs, Utah 84045.

Questions can be submitted through Bidsync through Friday, June 1, 2012 at 5:00 p.m.

Proposals are due Wednesday, June 6, 2012 by 2pm.

The selection board will be comprised of selected Lakeview Academy Board Members, staff, and project manager.

INSTRUCTIONS AND GENERAL PROVISIONS

1. **ADMINISTRATIVE AUTHORITY:** The administration of this purchasing process is conducted by Lakeview Academy. No Lakeview Academy Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your proposal.

2. **SOIQ PREPARATION:** (a) Delivery time of services is critical and must be adhered to as specified. (b) By submitting the SOIQ the applicant certifies that all of the information provided is accurate, that they are willing and able to furnish the service(s) specified, and that prices offered are correct.

3. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

4. **BEST AND FINAL OFFERS:** Discussions may be conducted with bidders who submit SOIQs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these applicants may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from SOIQs submitted by a competing applicant.

5. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written

notice, to the responsible applicant whose SOIQ is determined to be the most advantageous to Lakeview Academy taking into consideration factors set forth in the Request for SOIQ. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) Lakeview Academy may accept any item or group of items, or overall best offer. Lakeview Academy can reject any or all SOIQs, and it can waive any informality, or technicality in any SOIQ received, if Lakeview Academy believes it would serve the best interests of Lakeview Academy. (c) Before, or after, the award of a contract Lakeview Academy has the right to inspect the applicant's premises and all business records to determine the applicant's ability to meet contract requirements. (d) Lakeview Academy will open SOIQs publicly, identifying only the names of the bidders. During the evaluation process, SOIQs will be seen only by authorized Lakeview Academy selection committee members. (e)The Lakeview Academy Board of Trustees will award the contract to the applicant with the best overall bid in an open public meeting.

June Directors Report

1. Please list activities and programs completed this month that support:

a) Global Ends policy

Our outgoing 9th grade students have continued to demonstrate their accomplishments in the C's of our mission. We are eager to see how they perform in their next program of study.

b) Language Arts and Mathematics Ends Policy

CRT testing was completed as scheduled. I will be sharing some of the early results at the Board meeting in June. Plans for Math next year is to add on an intervention program as a supplement to Saxon Math. This will be shared in detail at the Board Meeting by Diane Thurmond.

c) Science, Arts, and Technology Ends policy

CRT results are in for science and I will share those at our June Board meeting. I sent to the board a list of all the show what you know events that pertain to the Technology and Arts programs of LVA.

d) Enrollment Ends Policy

We are pleased to have met our goal of providing all students returning to LVA for 7-9th grade a list of enrolled courses. I hope this helps students know that what they are getting and how that compares to other choices in the community. I will begin marketing to get a few more 7th grade students, but am pleased with the number of 8th and 9th graders at this time. Below are our numbers. We are well on track for 850.

Grade	Enrollment Count	Projected Enrollment	Sibling List	General Waitlist
K	74	76	0	146
1	76	75	20	71
2	100	100	4	36
3	100	100	2	31
4	100	100	12	37
5	100	100	7	18
6	100	100	3	21

7	90	100	0	0
8	63	60	0	2
9	39	40	0	2
Total 842		851		

e) Parent Satisfaction Ends Policy

We feel this year has been a great rebuilding year for LVA and parent support. Our SAC is stronger and we have parents who are fully supporting LVA and its programs. I am very excited about next year and the plans we have for utilizing parents more effectively.

2. Please provide information and updates from the following departments:

- a) **Business/finance/IT** – We are prepared to present the 2012-2013 budget for your approval.
- b) **Facilities** – We had a few more AC units in need of repair and had that work completed. We anticipate a lighter summer for projects and moving teachers. The map is ready for next year and will be shared with staff before they go off to summer.
- c) **Special Education, Business reports, Accreditation** – No updates at this time.
- d) **Staff updates** – Evaluations have been completed as expected and teachers/aides have been given offer letters for next year.

3. Toot your Horn!

- a) We have finished the 2011-2012 school year!
- b) We have made terrific gains in all academic areas and are pleased with the great progress made in CRTs over just the first year of work. This will continue to improve.
- c) Our middle school students donated more box tops this past month than they have ever done before. I believe it might have been because they wanted to see Mr. Gustafson kiss a critter.
- d) Schedules have been created for every MS student before they left for summer.
- e) We had a wonderful Kindergarten graduation ceremony this past month. They will be fantastic 1st graders.
- f) Talent shows this year were organized by some grade levels and we had some great performances. Thanks to our parents and teachers for providing this opportunity.
- g) Our 2012 Liberty Bowl was a wonderful success and congratulations to our winning team, the Pink Ponies.
- h) We started the year with 730 students and ended with 719. Great student retention!

Board Reports

During the last month I have:

- 1) Worked with Mr. Veasey and other board members on our summer retreat which took place on June 1-2nd,
- 2) Attended various meetings regarding the expansion project with our committee, financial advisors and our bonding company
- 3) Provided board training to new board members
- 4) Attended state meetings
- 5) Overseen the end of year evaluation of Mr. Veasey
- 6) Worked with our business manager and treasurer on end of year financial and contractual matters

Tina Smith
Board President

I have been busy helping to plan and prepare for the Board Retreat, as well as attending the Teacher's Luncheons, presenting birthday cards to our wonderful teachers & staff, and supporting our Board President wherever she needs it! I also continue to work with the committee on our Expansion.

Julie Anderegg

This month I finalized the budget for approval from the board.
I ran two spot audits: 1) checked procedures were in place to support the purchasing policy 2) spot audit check on files, storage, and history of expense reports.

I also visited the 5th grade states fair. There were a lot of very good presentations.

Cory Thorson

In my roles and responsibilities for defining governance I have put the agenda packet together. During the retreat I was able to work with the board to review our current policies and make sure that they are in line with the charter. Several policies that were not in line with the charter are were rewritten and are on the agenda for board approval. I have also continued to work on organizing all of our records for the last 8 years. This is a slow and tedious project that will be finished during the 2012-2013 school year.

With regards to my responsibilities in developing support, I have been working on a state committee this month. We are responsible to write the RFP (Request for

Proposal) for the new state mandated computerized adaptive testing to match the Utah Core in Math, Language Arts, and Science. I also attended the May Charter Association Meeting.

Joylin Lincoln

Completed online training/testing.
Attended several soccer games
Prepared training for board meeting.

Alan Daniel

		Year to Date	Budget	Year to Date Variance	April	March	February
Revenue and Support							
Local Revenue Sources							
1500	Income- Interest Income	\$ 845	\$ 4,000	\$ (3,155)	\$ 57	\$ 45	\$ 59
1600	Food Services	81,742	75,500	6,242	8,962	6,965	13,868
1700	Student Activities & Fees	-	-	-	-	-	-
1700.A	Student Activities- Sch Program	25,613	10,000	15,250	1,835	334	3,473
1700.B	Student Activities - SAC	7,757	10,000	(2,243)	840	3,910	-
1700.D	Student Fees	9,308	4,000	5,308	180	-	95
1700.E	Student Government (Elem)	-	-	-	-	-	-
1700.F	Student Government (JH)	2,891	-	2,891	958	103	653
1700.G	Student Government - Orphanage	51	-	51	-	-	-
1700.H	Library Fines	12	-	12	1	4	3
1900	Other Revenue from Local Source	551	-	551	460	-	40
1920.B	Cash Donations	2,598	-	2,598	150	-	1,598
1930	Fundraising	14,048	5,000	9,048	904	4,230	47
1960	Income - Background Checks	<u>1,778</u>	<u>1,000</u>	<u>778</u>	<u>199</u>	<u>60</u>	<u>178</u>
Total Local Revenue		147,194	109,500	37,694	14,546	15,831	20,014

State Revenue Sources

3010	Income - K-12 WPU	1,512,340	1,814,808	(302,468)	151,234	151,234	151,234
3020	Income - Professional Staff	81,667	98,000	(16,333)	8,166	8,167	8,167
3105	Income - SpEd Add-on	158,523	190,116	(31,593)	15,796	15,796	15,796
3110	Income - Special Ed. - Self-Contained	66	79	(13)	6	7	6
3120	Income - SpEd - Extended Year	3,068	2,343	725	196	195	1,562
3155	Career And Tech Add On	3,705	4,446	(741)	370	371	370
3211	Income - Accelerated Learning	2,368	2,833	(465)	237	2,131	-
3215	Income - At-Risk Student Program	12,236	12,622	(386)	267	3,554	1,052
3230	Income - Class Size Reduction	144,703	171,702	(26,999)	13,492	13,492	13,498
3410	Income - Flexible Allocation	20,283	24,344	(4,061)	2,027	2,028	2,027
3520	School LAND Trust Program	37,886	29,778	8,108	-	-	-

3700 Inc
3719 Inc

3725	Income - Charter School Administration	60,583	72,700	(12,117)	6,058	6,058	6,059
3770	Income - Lunch Program - Liquor Tax	14,383	19,201	(4,818)	2,767	1,953	1,893
3799	Income - UPASS	1,500	1,799	(299)	150	150	150
3805	Income - Reading Achievement	23,171	26,554	(3,383)	2,166	2,166	2,175
3810	Income - Library Books & Supplies	492	603	(111)	45	45	50
3868	Income - Teachers Materials & Supplies	6,282	6,282	-	-	-	-
3876	Educator Salary Adjustment	154,264	183,819	(29,555)	14,778	14,778	14,778
3878	Income - Extended Year SpEd	<u>1,299</u>	<u>1,115</u>	<u>184</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total State Revenue		3,260,860	3,889,593	(628,733)	319,959	324,329	321,021

Federal Revenue Sources

4524	Income - Federal IDEA	51,476	126,368	(74,892)	-	-	51,476
4571	Income - Federal School Lunch Program	11,867	12,750	(883)	1,799	1,693	1,641
4572	Income - Fed. Lunch Program - Free & Red	42,032	45,102	(3,070)	6,353	5,896	5,758
4574	Income - Federal Breakfast Reimbursement	8,768	9,991	(1,223)	1,382	1,242	1,221
4664	Federal ARRA IDEA	13,004	106,500	(93,496)	-	-	-
4800	No Child Left Behind	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4801	Income - Federal Title I	-	-	-	-	-	-
4802	Income - Federal Tech Literacy	-	-	-	-	-	-
4860	Income - Title II - Teacher Quality	<u>14,089</u>	<u>26,000</u>	<u>(11,911)</u>	<u>14,089</u>	<u>-</u>	<u>-</u>
Total Federal Revenue		141,236	326,711	(185,475)	23,623	8,831	60,096

Other Revenue Sources

5900	Other Financing Sources & Uses	<u>12,297</u>	<u>-</u>	<u>12,297</u>	<u>12,297</u>	<u>-</u>	<u>-</u>
Total Other Revenue Sources		<u>12,297</u>	<u>-</u>	<u>12,297</u>	<u>12,297</u>	<u>-</u>	<u>-</u>

Total Income		3,561,587	4,325,804	(764,217)	370,425	348,991	401,131
Expenses							
Salaries 100							
100	Salaries & Wages	-	-	-	-	-	-
100.22	Wages- Instructional Support	93,384	107,000	(13,616)	8,917	8,917	9,417
100.31	Wages- Food Service Personnel	37,881	47,460	(9,579)	4,003	4,293	5,194
121.24	Wages- Principals & Directors	68,000	78,000	(10,000)	6,500	6,500	6,500
131.10	Wages- Teachers	977,215	1,311,581	(334,366)	103,388	104,108	119,876
131.10a	Wages- Teachers- Special Ed	52,710	75,433	(22,723)	5,228	5,474	5,844
131.10b	Wages- Teachers- Merit Pay	-	-	-	-	-	-
132.10	Wages- Substitute Teacher	33,022	32,000	1,022	4,366	6,140	2,929
142.21	Wages - Guidance Personnel	14,700	19,500	(4,800)	1,625	1,625	1,625
145.22	Wages- Licensed Library- Media	-	-	-	-	-	-
152.24	Wages - Admin Support Staff	43,194	58,360	(15,166)	4,083	4,083	4,083
161.10	Wages- Aide & Paraprofessionals	234,614	280,605	(45,991)	25,889	31,146	32,057
161.10a	Wages- SpEd Aide & Paraprofess	34,341	36,177	(1,836)	5,181	4,591	4,188
161.10b	Wages- Aide & Para- Merit Pay	-	-	-	-	-	-
162.22	Wages- Unlicensed Library-Media	-	-	-	-	-	-
180.26	Wages- Maintenance & Custodial	<u>71,257</u>	<u>87,643</u>	<u>(16,386)</u>	<u>7,084</u>	<u>7,135</u>	<u>7,212</u>
184.25	Wages- IT Services	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
		1,660,318	2,133,759	(473,441)	176,264	184,012	198,925
Benefits 200							
200	Employee Benefits	-	-	-	-	-	-
210	Retirement Programs	76,941	121,725	(44,784)	(3,879)	9,112	22,776
220	Social Security & Medicare Tax	115,363	157,423	(42,060)	12,302	12,894	14,058
240	Health Benefits	185,860	297,369	(111,509)	19,998	23,323	25,121
200.280	Unemployment Insurance	8,055	21,436	(13,381)	965	1,011	1,286
200.291	Workers Compensation	<u>10,305</u>	<u>15,005</u>	<u>(4,700)</u>	<u>526</u>	<u>526</u>	<u>-</u>
Total Benefits		396,524	612,958	(216,434)	29,912	46,866	63,241

Purchased Professional & Technical Services 300

300.24a	Accounting & Auditing	13,258	15,000	(1,742)	-	-	-
300.24b	Bank Fees	1,257	2,450	(1,193)	89	138	126
300.24c	Legal Fees	-	1,000	(1,000)	-	-	-
300.24d	Special Ed Services	46,861	60,000	(13,139)	1,117	12,116	7,454
300.25a	Business Admin Services	63,000	84,000	(21,000)	7,000	7,000	7,000
300.25b	Payroll Processing	3,733	-	3,733	318	217	308
300.25c	Information Technology Service	43,843	42,000	1,843	-	3,076	5,742
300.330	Professional Development	<u>26,350</u>	<u>26,500</u>	<u>(150)</u>	<u>950</u>	<u>-</u>	<u>637</u>
Total Outside Services		198,302	230,950	(32,648)	9,474	22,547	21,267

Purchased Property Services 400

400.26a	Security Expense	404	2,502	(2,098)	-	-	194
400.26b	Property Repairs & Maint.	17,186	46,643	(29,457)	-	678	2,207
400.26c	Repairs & Maintenance - Equipment	4,487	2,500	1,987	-	(597)	879
400.26e	Lease- Rent Expense	30,222	33,580	(3,358)	3,358	3,358	3,358
400.26f	Equipment & Storage Rental	823	2,500	(1,677)	243	-	161
400.410	Utilities Expense	<u>65,730</u>	<u>61,861</u>	<u>3,869</u>	<u>5,169</u>	<u>5,827</u>	<u>5,459</u>
Total Outside Property Services		118,852	149,586	(30,734)	8,770	9,266	12,258

Other Purchased Services 500

500.10a	Travel - Field Trip Expenses	8,396	7,500	896	1,747	1,960	2,662
500.24b	Mileage	2,060	2,000	60	205	244	443
500.24c	Insurance Expense	23,107	22,220	887	-	-	526
500.24d	Copier Expense	2,703	5,520	(2,817)	250	250	620
530.24a	Telephone- Voice	3,534	5,400	(1,866)	128	-	410
530.24b	Internet Expense	6,629	10,000	(3,371)	-	-	-
530.24c	Postage & Mailing Expense	2,010	2,335	(325)	127	342	18
540.24a	Advertising- General	1,214	2,100	(886)	-	868	129
540.24b	Advertising- HR & Background Ck	<u>1,922</u>	<u>150</u>	<u>1,772</u>	<u>69</u>	<u>189</u>	<u>266</u>

Total Other Outside Services		51,575	57,225	(5,650)	2,526	3,853	5,074
Supplies 600							
600.10	Supplies - Instruction	21	-	21	-	-	-
600.10b	Supplies- Classroom	31,789	48,750	(16,961)	2,412	2,285	2,011
600.10d	Supplies - Student Activities	22,337	10,000	12,337	2,289	329	10,477
600.10e	Supplies-Physical Education	-	1,000	(1,000)	-	-	-
600.21	Supplies-Medical/First Aid	143	2,000	(1,857)	8	23	-
600.22	Supplies - Testing Materials	2,126	1,500	626	737	-	-
600.24a	Supplies - Administration	5,711	8,000	(2,289)	505	529	529
600.24b	Supplies- Copier & Printer	9,806	14,000	(4,194)	30	2,112	1,356
600.26a	Supplies- Bldg & Prop Maint	2,111	2,000	111	(37)	482	63
600.26b	Supplies- Custodial Supplies	9,317	24,000	(14,683)	-	519	564
600.31	Lunch Program--Non Food	1,620	1,500	120	108	38	-
630.31	Lunch Program- Food	83,059	66,000	17,059	7,884	12,301	9,820
641.10	Curriculum & Materials	44,077	45,000	(923)	539	1,835	2,104
641.10a	Curriculum & Materials- SPED	320	4,000	(3,680)	-	-	-
644.22	Library Books & Supplies	2,331	3,000	(669)	541	130	425
650.24	Computer Software & Peripherals	<u>520</u>	<u>5,000</u>	<u>(4,480)</u>	<u>9</u>	<u>125</u>	<u>386</u>
Total Supplies		215,288	235,750	(20,462)	15,025	20,708	27,735
Property (Equipment) 700							
700.100	Temporary	199	-	199	-	-	-
710.45	Land & Improvements	5,375	27,000	(21,625)	-	-	375
730.10	Equipment- Instruction	36,348	33,000	3,348	99	(80)	188
730.23	Equipment Board	2,566	3,000	(434)	-	-	-
730.24	Equipment - Administration	975	-	975	-	-	-
730.25	Equipment- Technology Hardware	35,738	43,000	(7,262)	-	1,096	(33)
730.26	Equipment - Facilities	<u>1,588</u>	<u>21,000</u>	<u>(19,412)</u>	<u>-</u>	<u>109</u>	<u>-</u>
Total Equipment		82,789	127,000	(44,211)	99	1,125	530

Other Objects (Other Expenses) 800

810.24	Dues & Fees	5,048	6,500	(1,452)	-	-	-
830	Interest Expenses	510,095	506,216	3,879	-	-	-
840	Redemption of Principal	145,000	150,000	(5,000)	-	-	-
800.890	Other Expense	170	2,000	(1,830)	100	70	-
890.10a	Employee Motivation Expense	4,123	8,000	(3,877)	63	155	45
890.10b	Student Motivation Expense	768	1,500	(732)	25	13	159
890.10d	SAC Org Expense	4,936	10,000	(5,064)	670	1,562	-
890.24b	License & Tax Expense	80	50	30	10	-	-
890.24c	Fundraising Expenses	7,571	2,500	5,071	2,303	1,425	1,560
890.25	Board Expenses	4,150	-	4,150	-	115	-
890.5	Bond Fees & Expneses	<u>2,777</u>	<u>2,000</u>	<u>777</u>	<u>-</u>	<u>-</u>	<u>(1,325)</u>
Total Other Expenses		<u>684,739</u>	<u>688,766</u>	<u>(4,027)</u>	<u>3,192</u>	<u>3,340</u>	<u>439</u>
Total Expenses		<u>3,408,387</u>	<u>4,235,994</u>	<u>(827,607)</u>	<u>245,262</u>	<u>291,717</u>	<u>\$ 329,469</u>
Net Income (Loss)		<u>\$ 153,200</u>	<u>\$ 89,810</u>	<u>\$ 63,390</u>	<u>\$ 125,163</u>	<u>\$ 57,274</u>	<u>\$ 71,662</u>

Lakeview Academy
Statement of Cash Flows
April 2012

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OPERATING ACTIVITIES	
Net Income	125,161.70
Adjustments to reconcile Net Income to net cash provided by operations:	
8192.00 · Sales Tax Receivable	-16.42
9510 · Accounts Payable	-16,064.45
9511.00 · State Purchase Card	-2,517.63
9610 · Payroll Clearing	180.58
Net cash provided by Operating Activities	106,743.78
Net cash increase for period	106,743.78
Cash at beginning of period	1,655,752.40
Cash at end of period	1,762,496.18

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Lakeview Academy

Reconciliation Detail

8110.01 - Cash in Checking, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	
	Balance					
Beginning						386,337.39
Cleared Transactions						
Bill Pmt -Check	2/22/2012	4717	Jenna Torgersen	X	-18.82	-18.82
Check	2/29/2012	4825	Linnea Brailsford	X	-28.00	-46.82
Bill Pmt -Check	2/29/2012	4815	Joy Larsen	X	-19.02	-65.84
Check	3/1/2012	4827	Julie Anderegg	X	-4.99	-70.83
Check	3/5/2012	4836	Amanda Stafford	X	-124.55	-195.38
Bill Pmt -Check	3/7/2012	4846	Joylin Lincoln	X	-115.26	-310.64
Bill Pmt -Check	3/14/2012	4860	Division Of Wildlife	X	-300.00	-610.64
Bill Pmt -Check	3/14/2012	4862	Liz Matthews	X	-5.50	-616.14
Bill Pmt -Check	3/21/2012	4870	DPS Bureau of Cri...	X	-188.50	-804.64
Bill Pmt -Check	3/21/2012	4872	Liz Matthews	X	-107.41	-912.05
Bill Pmt -Check	3/21/2012	4877	Troy Gustafson	X	-48.78	-960.83
Bill Pmt -Check	3/21/2012	4871	James Fillmore	X	-9.99	-970.82
Bill Pmt -Check	3/28/2012	4883	Charter Solutions	X	-7,000.00	-7,970.82
Bill Pmt -Check	3/28/2012	4899	State of Utah Dept. ...	X	-4,905.61	-12,876.43
Bill Pmt -Check	3/28/2012	4888	M Space Holdings L...	X	-3,358.00	-16,234.43
Bill Pmt -Check	3/28/2012	4893	Rocky Mountain Po...	X	-2,963.72	-19,198.15
Bill Pmt -Check	3/28/2012	4892	Questar Gas Comp...	X	-1,777.24	-20,975.39
Bill Pmt -Check	3/28/2012	4885	Jostens	X	-1,560.00	-22,535.39
Bill Pmt -Check	3/28/2012	4884	H-Wire	X	-1,340.95	-23,876.34
Bill Pmt -Check	3/28/2012	4881	C3 Charters	X	-942.50	-24,818.84
Bill Pmt -Check	3/28/2012	4882	Center for the Scho...	X	-858.00	-25,676.84
Bill Pmt -Check	3/28/2012	4894	Spectrum Academy	X	-761.91	-26,438.75
Bill Pmt -Check	3/28/2012	4889	Meadow Gold	X	-492.75	-26,931.50
Bill Pmt -Check	3/28/2012	4897	Wilcomp Software	X	-410.00	-27,341.50
Bill Pmt -Check	3/28/2012	4900	Office Depot	X	-310.68	-27,652.18
Bill Pmt -Check	3/28/2012	4879	Ashley Hintze	X	-288.04	-27,940.22
Bill Pmt -Check	3/28/2012	4880	Blackjack Pizza	X	-273.55	-28,213.77
Bill Pmt -Check	3/28/2012	4891	Natural History Mus...	X	-200.00	-28,413.77
Bill Pmt -Check	3/28/2012	4895	This is the Place	X	-200.00	-28,613.77
Bill Pmt -Check	3/28/2012	4878	Alpine School Distri...	X	-130.00	-28,743.77
Bill Pmt -Check	3/28/2012	4896	Tia White	X	-28.40	-28,772.17
Bill Pmt -Check	3/28/2012	4887	Linnea Brailsford	X	-25.15	-28,797.32
Bill Pmt -Check	3/28/2012	4890	Megan Ettinger	X	-9.50	-28,806.82
Check	3/30/2012	50181	Kimberly Thompson	X	-1,828.52	-30,635.34
Check	3/30/2012	50184	Justin Moore	X	-1,378.83	-32,014.17
Check	3/30/2012	50186	Catherine Tanner	X	-965.32	-32,979.49
Check	3/30/2012	50192	Nicole Taylor	X	-910.82	-33,890.31
Check	3/30/2012	50183	Stacey Cornaby	X	-886.71	-34,777.02
Check	3/30/2012	50185	Heidi Petersen	X	-845.33	-35,622.35
Check	3/30/2012	50187	Lisa Wilson	X	-763.73	-36,386.08
Check	3/30/2012	50182	Debbie Andrus	X	-736.78	-37,122.86
Check	3/30/2012	50188	Carmen Partridge	X	-321.65	-37,444.51
Check	3/30/2012	50190	Heather Fuller	X	-189.30	-37,633.81
Check	3/30/2012	50189	Carma Carrick	X	-122.15	-37,755.96
Check	3/30/2012	50191	Amanda Stafford	X	-55.21	-37,811.17
Check	4/2/2012	4902	Heather Fuller	X	-805.69	-38,616.86
Check	4/2/2012	4901	Bonnie Taylor	X	-237.76	-38,854.62
Bill Pmt -Check	4/4/2012	4919	UIEBT	X	-12,997.94	-51,852.56
Bill Pmt -Check	4/4/2012	4903	ABSI-Speech	X	-5,519.00	-57,371.56
Bill Pmt -Check	4/4/2012	4910	H-Wire	X	-2,666.00	-60,037.56
Bill Pmt -Check	4/4/2012	4915	National Benefit Ser...	X	-2,109.16	-62,146.72
Check	4/4/2012	4921	Mojo Printing	X	-1,664.80	-63,811.52
Bill Pmt -Check	4/4/2012	4920	Meadow Gold	X	-817.51	-64,629.03
Bill Pmt -Check	4/4/2012	4904	Allied Waste Servic...	X	-608.31	-65,237.34
Bill Pmt -Check	4/4/2012	4907	Blackjack Pizza	X	-351.40	-65,588.74
Bill Pmt -Check	4/4/2012	4906	Becca Proper	X	-333.32	-65,922.06
Bill Pmt -Check	4/4/2012	4916	Office Depot	X	-295.84	-66,217.90
Bill Pmt -Check	4/4/2012	4918	Spectrum Academy	X	-283.46	-66,501.36
Bill Pmt -Check	4/4/2012	4914	Monster Pest Control	X	-200.00	-66,701.36
Bill Pmt -Check	4/4/2012	4905	April C Thompson	X	-115.56	-66,816.92
Bill Pmt -Check	4/4/2012	4917	School Nutrition As...	X	-70.00	-66,886.92
Bill Pmt -Check	4/4/2012	4909	Emily Cannon	X	-41.31	-66,928.23
Bill Pmt -Check	4/4/2012	4911	J.L. Coalwell	X	-15.00	-66,943.23
Bill Pmt -Check	4/4/2012	4913	Julie Anderegg.	X	-8.24	-66,951.47
Bill Pmt -Check	4/4/2012	4912	Jill Rue	X	-6.50	-66,957.97

Lakeview Academy

Reconciliation Detail

8110.01 - Cash in Checking, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	4/5/2012	4934	Nicholas & Company	X	-10,122.32	-77,080.29
Bill Pmt -Check	4/5/2012	4931	City of Saratoga Sp...	X	-522.06	-77,602.35
Bill Pmt -Check	4/5/2012	4928	Automated Busines...	X	-250.00	-77,852.35
Bill Pmt -Check	4/5/2012	4935	Pitney Bowes	X	-132.00	-77,984.35
Check	4/5/2012	4930	Spencer Hansen	X	-107.10	-78,091.45
Check	4/5/2012	4929	John Childs	X	-39.78	-78,131.23
Bill Pmt -Check	4/5/2012	4933	Megan Ettinger	X	-25.99	-78,157.22
Bill Pmt -Check	4/5/2012	4932	Laralee Ireland-001	X	-9.52	-78,166.74
General Journal	4/11/2012	Boun...	Nephi Thompson	X	-60.00	-78,226.74
Bill Pmt -Check	4/18/2012	4936	Educators Mutual-001	X	-33,423.43	-111,650.17
Bill Pmt -Check	4/18/2012	4946	State of Utah Dept. ...	X	-6,181.22	-117,831.39
Bill Pmt -Check	4/18/2012	4943	Rocky Mountain Po...	X	-3,025.96	-120,857.35
Bill Pmt -Check	4/18/2012	4922	AFLAC	X	-2,441.14	-123,298.49
Bill Pmt -Check	4/18/2012	4924	C3 Charters	X	-910.00	-124,208.49
Bill Pmt -Check	4/18/2012	4923	Blackjack Pizza	X	-696.81	-124,905.30
Bill Pmt -Check	4/18/2012	4926	College of Education	X	-616.00	-125,521.30
Bill Pmt -Check	4/18/2012	4940	Mountain States De...	X	-538.96	-126,060.26
Bill Pmt -Check	4/18/2012	4948	Worker's Compens...	X	-525.96	-126,586.22
Bill Pmt -Check	4/18/2012	4938	Kimball Property M...	X	-478.00	-127,064.22
Bill Pmt -Check	4/18/2012	4939	Meadow Gold	X	-333.14	-127,397.36
Bill Pmt -Check	4/18/2012	4941	Office Depot	X	-295.72	-127,693.08
Bill Pmt -Check	4/18/2012	4925	Century Link	X	-127.88	-127,820.96
Bill Pmt -Check	4/18/2012	4927	DPS Bureau of Cri...	X	-69.25	-127,890.21
Bill Pmt -Check	4/18/2012	4944	Scholastic Inc.	X	-60.00	-127,950.21
Bill Pmt -Check	4/18/2012	4942	Richard Veasey	X	-57.80	-128,008.01
Check	4/19/2012	4949	UAPCS	X	-950.00	-128,958.01
General Journal	4/25/2012	Apr P...		X	-126,223.24	-255,181.25
Bill Pmt -Check	4/25/2012	4954	Crystal Nielson	X	-471.90	-255,653.15
Check	4/25/2012	4961	April C Thompson	X	-92.93	-255,746.08
Bill Pmt -Check	4/25/2012	4950	April C Thompson	X	-30.74	-255,776.82
Check	4/30/2012			X	-43.25	-255,820.07
Total Checks and Payments					-255,820.07	-255,820.07
Deposits and Credits - 9 items						
Deposit	4/3/2012			X	1,384.70	1,384.70
Deposit	4/6/2012			X	1,726.09	3,110.79
Deposit	4/11/2012			X	186.00	3,296.79
Deposit	4/17/2012			X	846.34	4,143.13
Bill Pmt -Check	4/18/2012	4937	Karen Kowalski	X	0.00	4,143.13
Deposit	4/19/2012			X	1,779.06	5,922.19
Deposit	4/25/2012			X	1,760.73	7,682.92
Transfer	4/30/2012			X	283,865.88	291,548.80
Bill Pmt -Check	5/9/2012	5015	Utah County Health...	X	0.00	291,548.80
Total Deposits and Credits					291,548.80	291,548.80
Total Cleared Transactions					35,728.73	35,728.73
Cleared Balance					35,728.73	422,066.12
Uncleared Transactions						
Checks and Payments - 43 items						
Check	3/17/2011	3946	Melodie Loveless		-28.92	-28.92
Check	4/1/2011	3251...	Janette Wagner		-79.82	-108.74
Check	4/1/2011	3921	Amanda Belliston		-74.40	-183.14
Check	4/29/2011	1	SuzetteStockton		-441.33	-624.47
Check	5/1/2011	4182	Amber Willis		-2.55	-627.02
Check	6/1/2011	2295...	SuzetteStockton		-229.33	-856.35
Bill Pmt -Check	6/1/2011	4140	Utah State University		-40.00	-896.35
Check	6/15/2011	4185	Shayla Stapley		-58.10	-954.45
Check	6/30/2011	4157	Melodie Loveless		-2,008.69	-2,963.14
Check	6/30/2011	4156	Alexai Burtelson		-553.08	-3,516.22
Check	6/30/2011	50071	Nancy Mitton		-382.64	-3,898.86
Bill Pmt -Check	10/6/2011	4389	Alexai Burtelson		-7.00	-3,905.86
Bill Pmt -Check	11/16/2011	0000	Namifiers		-0.05	-3,905.91
Bill Pmt -Check	12/1/2011	4531	Richard Veasey		-150.94	-4,056.85
Check	12/1/2011	4504	Linnea Brailsford		-117.46	-4,174.31
Bill Pmt -Check	2/8/2012	4758	Megan Ettinger		-28.48	-4,202.79
Bill Pmt -Check	2/15/2012	4767	Brockbank Jr. High		-100.00	-4,302.79

Lakeview Academy

Reconciliation Detail

8110.01 - Cash in Checking, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
Check	3/1/2012	4828	Cory Thorson		-4.99	-4,307.78
Check	3/1/2012	4830	Alan Daniels		-4.99	-4,312.77
Check	3/1/2012	4829	Justin Turner		-4.99	-4,317.76
Bill Pmt -Check	3/21/2012	4869	Dodi Weiler		-42.82	-4,360.58
Bill Pmt -Check	4/4/2012	4908	Dodi Weiler		-135.86	-4,496.44
Bill Pmt -Check	4/18/2012	4947	Usborne Books		-490.74	-4,987.18
Bill Pmt -Check	4/18/2012	4945	Shalece Christiansen		-432.86	-5,420.04
General Journal	4/25/2012	Apr P...			-34,352.60	-39,772.64
Check	4/25/2012	50194	Kimberly Thompson		-1,828.52	-41,601.16
Check	4/25/2012	50197	Justin Moore		-1,303.70	-42,904.86
Check	4/25/2012	50193	Heather Fuller		-1,047.30	-43,952.16
Bill Pmt -Check	4/25/2012	4956	Questar Gas Comp...		-1,010.29	-44,962.45
Check	4/25/2012	50199	Catherine Tanner		-961.54	-45,923.99
Check	4/25/2012	50196	Stacey Cornaby		-852.16	-46,776.15
Check	4/25/2012	50195	Debbie Andrus		-733.88	-47,510.03
Check	4/25/2012	50198	Heidi Petersen		-693.80	-48,203.83
Check	4/25/2012	50200	Lisa Wilson		-637.06	-48,840.89
Bill Pmt -Check	4/25/2012	4951	Blackjack Pizza		-351.40	-49,192.29
Check	4/25/2012	50201	Carmen Partridge		-244.81	-49,437.10
Bill Pmt -Check	4/25/2012	4952	Brad Wilcox		-200.00	-49,637.10
Bill Pmt -Check	4/25/2012	4958	Spectrum Academy		-186.02	-49,823.12
Bill Pmt -Check	4/25/2012	4955	Oak Canyon Junior ...		-145.00	-49,968.12
Check	4/25/2012	4960	Level 42 Sports		-92.50	-50,060.62
Bill Pmt -Check	4/25/2012	4957	Shalece Christiansen		-83.44	-50,144.06
Bill Pmt -Check	4/25/2012	4953	Catherine Tanner		-35.00	-50,179.06
Bill Pmt -Check	4/25/2012	4959	Xena Sherwood		-14.48	-50,193.54
Total Checks and Payments					-50,193.54	-50,193.54
Deposits and Credits - 4 items						
Sales Receipt	4/29/2011	RWE...	Z-Customer		12.10	12.10
Deposit	12/1/2011				117.46	129.56
Deposit	4/19/2012				15,490.33	15,619.89
Deposit	4/25/2012				3,798.70	19,418.59
Total Deposits and Credits					19,418.59	19,418.59
Total Uncleared Transactions					-30,774.95	-30,774.95
Register Balance as of 04/30/2012					4,953.78	391,291.17
New Transactions						
Checks and Payments - 83 items						
Check	5/2/2012	4963	Bonnie Taylor		-194.83	-194.83
Check	5/2/2012	4962	Nicole Taylor		-180.58	-375.41
Bill Pmt -Check	5/3/2012	4977	Educators Mutual-001		-34,196.29	-34,571.70
Bill Pmt -Check	5/3/2012	4998	UIEBT		-12,938.02	-47,509.72
Bill Pmt -Check	5/3/2012	4975	Charter Solutions		-7,000.00	-54,509.72
Bill Pmt -Check	5/3/2012	4964	ABSI-Speech		-5,009.00	-59,518.72
Bill Pmt -Check	5/3/2012	4989	Nicholas & Company		-4,707.23	-64,225.95
Bill Pmt -Check	5/3/2012	4985	M Space Holdings L...		-3,358.00	-67,583.95
Bill Pmt -Check	5/3/2012	4980	H-Wire		-2,666.00	-70,249.95
Bill Pmt -Check	5/3/2012	4988	National Benefit Ser...		-2,109.16	-72,359.11
Bill Pmt -Check	5/3/2012	4972	C3 Charters		-1,040.00	-73,399.11
Bill Pmt -Check	5/3/2012	4986	Meadow Gold		-855.37	-74,254.48
Bill Pmt -Check	5/3/2012	4995	Stephen B Elgren		-744.73	-74,999.21
Bill Pmt -Check	5/3/2012	4982	La Caille		-700.00	-75,699.21
Bill Pmt -Check	5/3/2012	4981	Karen Kowalski		-665.00	-76,364.21
Bill Pmt -Check	5/3/2012	4991	Quinn M. Kofford		-649.67	-77,013.88
Bill Pmt -Check	5/3/2012	4965	Allied Waste Servic...		-610.64	-77,624.52
Bill Pmt -Check	5/3/2012	4999	Wilcomp Software		-410.00	-78,034.52
Bill Pmt -Check	5/3/2012	4990	Office Depot		-358.03	-78,392.55
Bill Pmt -Check	5/3/2012	4979	Erin Johnson		-328.27	-78,720.82
Bill Pmt -Check	5/3/2012	4970	Blackjack Pizza		-321.45	-79,042.27
Bill Pmt -Check	5/3/2012	4969	Bennett Jensen		-300.00	-79,342.27
Bill Pmt -Check	5/3/2012	4976	Dodi Weiler		-228.06	-79,570.33
Bill Pmt -Check	5/3/2012	4971	Broadway Attire for ...		-200.00	-79,770.33
Bill Pmt -Check	5/3/2012	4993	Scholastic Inc.		-179.00	-79,949.33
Bill Pmt -Check	5/3/2012	4966	Alpha Graphics		-172.87	-80,122.20
Bill Pmt -Check	5/3/2012	4994	Spectrum Academy		-171.02	-80,293.22

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Lakeview Academy
Reconciliation Detail
8110.01 - Cash in Checking, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	5/3/2012	4996	Sylvia Cuthbert		-134.90	-80,428.12
Bill Pmt -Check	5/3/2012	4987	Mountain West Sec...		-105.00	-80,533.12
Bill Pmt -Check	5/3/2012	4974	Carrie Ann Kemp		-100.00	-80,633.12
Bill Pmt -Check	5/3/2012	4997	Tina Smith-001		-97.92	-80,731.04
Bill Pmt -Check	5/3/2012	4968	Becca Proper		-95.22	-80,826.26
Bill Pmt -Check	5/3/2012	4983	Ling's		-70.54	-80,896.80
Bill Pmt -Check	5/3/2012	4992	Robert I. Merrill Co...		-64.11	-80,960.91
Bill Pmt -Check	5/3/2012	4984	Linnea Brailsford		-25.48	-80,986.39
Bill Pmt -Check	5/3/2012	4973	Camber Grandstaff		-25.00	-81,011.39
Bill Pmt -Check	5/3/2012	4967	Alpine Lock & Safe		-10.50	-81,021.89
Bill Pmt -Check	5/3/2012	4978	EPS/School Special...		-7.70	-81,029.59
Bill Pmt -Check	5/9/2012	5005	Jennifer Perry		-5,000.00	-86,029.59
Bill Pmt -Check	5/9/2012	5003	C3 Charters		-1,137.50	-87,167.09
Bill Pmt -Check	5/9/2012	5001	Becca Proper		-384.36	-87,551.45
Bill Pmt -Check	5/9/2012	5012	Scholastic Classroo...		-380.41	-87,931.86
Bill Pmt -Check	5/9/2012	5000	Automated Busines...		-370.00	-88,301.86
Bill Pmt -Check	5/9/2012	5008	Mojo Printing		-341.20	-88,643.06
Bill Pmt -Check	5/9/2012	5002	Blackjack Pizza		-307.47	-88,950.53
Bill Pmt -Check	5/9/2012	5007	Meadow Gold		-302.17	-89,252.70
Bill Pmt -Check	5/9/2012	5009	Mountain States De...		-293.98	-89,546.68
Bill Pmt -Check	5/9/2012	5010	Mountain West Sec...		-267.00	-89,813.68
Bill Pmt -Check	5/9/2012	5011	Rachel White		-150.00	-89,963.68
Bill Pmt -Check	5/9/2012	5013	Shari Wycherly		-145.00	-90,108.68
Bill Pmt -Check	5/9/2012	5016	Utah County Health...		-120.00	-90,228.68
Bill Pmt -Check	5/9/2012	5017	Camp Floyd State ...		-100.00	-90,328.68
Bill Pmt -Check	5/9/2012	5006	Kelli Boren		-82.60	-90,411.28
Bill Pmt -Check	5/9/2012	5004	City of Saratoga Sp...		-50.00	-90,461.28
Bill Pmt -Check	5/9/2012	5014	Squire & Company ...		-25.00	-90,486.28
Bill Pmt -Check	5/10/2012	5024	Century Link		-390.88	-90,877.16
Bill Pmt -Check	5/10/2012	5031	Spectrum Academy		-374.48	-91,251.64
Check	5/10/2012	5032	Shalece Christiansen		-311.08	-91,562.72
Bill Pmt -Check	5/10/2012	5025	Chelsea Duke		-156.91	-91,719.63
Bill Pmt -Check	5/10/2012	5030	Office Depot		-138.00	-91,857.63
Bill Pmt -Check	5/10/2012	5026	Cinda Morris		-100.00	-91,957.63
Check	5/10/2012	5028	Rachael Cochran		-79.47	-92,037.10
Bill Pmt -Check	5/10/2012	5027	Jessica Clark		-12.95	-92,050.05
Bill Pmt -Check	5/17/2012	5046	Rocky Mountain Po...		-3,715.84	-95,765.89
Bill Pmt -Check	5/17/2012	5033	AFLAC		-2,441.14	-98,207.03
Bill Pmt -Check	5/17/2012	5045	Meadow Gold		-489.46	-98,696.49
Bill Pmt -Check	5/17/2012	5039	City of Saratoga Sp...		-464.47	-99,160.96
Bill Pmt -Check	5/17/2012	5038	C3 Charters		-455.00	-99,615.96
Bill Pmt -Check	5/17/2012	5036	Blackjack Pizza		-343.41	-99,959.37
Check	5/17/2012	5050	Dusti Street		-200.00	-100,159.37
Bill Pmt -Check	5/17/2012	5040	Dodi Weiler		-131.14	-100,290.51
Bill Pmt -Check	5/17/2012	5041	G.H. Graphics, INC.		-128.10	-100,418.61
Bill Pmt -Check	5/17/2012	5042	Linnea Brailsford		-59.88	-100,478.49
Bill Pmt -Check	5/17/2012	5049	Time for Kids		-44.20	-100,522.69
Bill Pmt -Check	5/17/2012	5043	Liz Matthews		-41.79	-100,564.48
Bill Pmt -Check	5/17/2012	5044	McGee's Stamp an...		-41.35	-100,605.83
Check	5/17/2012	5051	Level 42 Sports		-35.00	-100,640.83
Bill Pmt -Check	5/17/2012	5034	Becca Proper		-35.00	-100,675.83
Bill Pmt -Check	5/17/2012	5047	Sylvia Cuthbert		-27.15	-100,702.98
Bill Pmt -Check	5/17/2012	5048	Tanya Miner		-25.00	-100,727.98
Bill Pmt -Check	5/17/2012	5035	Bethany Barker		-22.65	-100,750.63
Bill Pmt -Check	5/17/2012	5037	Brittany Greco		-12.57	-100,763.20
Check	5/18/2012	5052	Scales and Tales, I...		-50.00	-100,813.20
Total Checks and Payments					-100,813.20	-100,813.20

10:31 AM

05/21/12

Lakeview Academy
Reconciliation Detail
8110.01 - Cash in Checking, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount
Balance					
Deposits and Credits - 5 items					
Deposit	5/8/2012				735.17
Deposit	5/11/2012				930.15
Deposit	5/15/2012				565.00
Deposit	5/15/2012				857.34
Deposit	5/18/2012				1,038.70
Total Deposits and Credits					4,126.36
					4,126.36
Total New Transactions					-96,686.84
96,686.84					-
Ending Balance					-91,733.06
					294,604.33

Charter Training: Encourage the use of different & innovative teaching methods and Increase choice of learning opportunities for students

2. Encourage the use of different and innovative teaching methods:

Innovative teaching methods will be an integral part of learning at Lakeview Academy. We will vary our teaching methods to reach all types of learners through creative hands-on projects, small group activities, family events, and special presentations. It is our goal to reach every child through a variety of teaching methods, thereby meeting the individual needs of each student. This will make learning exciting for all students.

Our school will also strive to look beyond our walls for educational resources. We will utilize outside facilities and resources whenever possible. By using community experts, knowledgeable parents, and creative demonstrations, students will experience new ways of learning and see that learning never ends. The possibilities are endless and only limited by our imagination and the resources we can acquire.

We will measure the success of this goal by student test scores, parental satisfaction and committee reviews.

4. Increase choice of learning opportunities for students:

The school will develop an Enhancement Day program to increase choice of learning for our students. Since real-life application and multi-sensory learning are at the core of Lakeview Academy's progressive approach to education, this unique program will be designed to enhance the students' learning experience. The program will include things that enrich and encourage personal growth in our students. Students will be engaged in experiential and expeditionary learning through this program, thus allowing students to build upon and demonstrate what they have been learning in class. Enhancement day will take place every Friday and include such things as group or individual projects, field trips, participation in mini classes and other activities that "enhance" or extend what they have been learning in class.

Founding Council Committees will develop these programs over the next year.

Lakeview Academy will also publish monthly newsletters to highlight additional learning opportunities for students such as:

- Areas to research (website, library, community resources, etc.) on particular topics relevant to the curriculum for that month
- Hands-on project ideas
- Community Service suggestions

Lakeview Academy will offer extra-curricular activities that promote the mission statement of Lakeview Academy.

A committee will be formed to plan and promote student involvement in extracurricular activities such as:

- Reader's Theatre
- Drama
- Art
- Photography
- Cooking
- Sports
- Music

We will measure the success of this goal with direct feedback from students and committees.

Lakeview Academy Expansion

Building Officer

Statement of Interest and Qualifications for Jennifer Perry

Jennifer Perry
3191 Collins Camp Ct
West Valley City, UT 84128

801-703-5416

jenbperry@gmail.com

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Background

I have been working in the charter school market since 2005. I was a founding committee member of Monticello Academy and subsequently served as a board member there for two and a half years. In early 2010 I began writing the charter for Endeavor Hall, which was approved in March 2011 and opened successfully in September 2011.

As the founder and board chair of Endeavor Hall I knew how difficult and time consuming the building process can be for volunteer board members, and it was something I tried to avoid. Due to unforeseen circumstances the contractor we had hired to work as our building officer was unable to complete the work. This situation necessitated me stepping in and doing the work of the building officer.

Endeavor Hall is located in two buildings in West Valley City that are connected by a glass walkway. We did a complete retrofit of the north building during the summer of 2011, and I am currently overseeing the renovation of the south building, which will be complete by August 1, 2012.

I am efficient, attentive to detail, work well with others, and I can get a job done. I will work to make sure the voice of the Lakeview Academy Board of Trustees is heard in the design and construction of the school and that resources are used wisely. I encourage you to contact my references as you consider me for this position. I look forward to the opportunity of meeting with you to discuss this proposal and work with you on your expansion.

CHARTER SCHOOL SERVICES AGREEMENT
between
LAKEVIEW ACADEMY
and
CHARTER SOLUTIONS, INC.

This Charter School Services Agreement ("Agreement") is made and entered into on June 6, 2012 by and between Charter Solutions, Inc., ("Charter Solutions") a Utah Corporation, and Lakeview Academy ("Charter Holder"), a Utah Non-profit Corporation organized under the laws of the State of Utah ("State"). Charter Solutions and Charter Holder agree to the terms set forth below.

RECITALS

WHEREAS, the Charter Holder has been authorized by the Utah State Charter School Board and the Utah State Board of Education ("Authorizer"), under the direction of the Utah State Office of Education ("USOE"), to organize and operate a charter school ("Charter") consistent with Title 53A-1a-501, et seq. ("Utah Charter Schools Act"); and

WHEREAS, Pursuant to the Charter, the Charter Holder is governed by a board of directors ("Board") which is responsible for the operations of the charter school; and

WHEREAS, Charter Solutions provides business services ("Business Services") to businesses and public charter schools; and

WHEREAS, the Charter Holder desires that Charter Solutions provides its Business Services to the Charter Holder, and Charter Solutions desires to provide its Business Services to the Charter Holder; and

WHEREAS, the Charter Holder and Charter Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of Charter Solutions business services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Charter Solutions and the Charter Holder mutually agree as follows:

1. **Contractual Relationship.** The Charter Holder has entered into an agreement with the Authorizer, which sets forth certain terms and conditions governing the Charter Holder. Under the Utah Charter Schools Act, the Charter Holder is vested with all powers and authority necessary or desirable for carrying out its Charter. These powers and authorities include the power to contract with Charter Solutions to provide its business services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, the Charter Holder hereby contracts with Charter Solutions, to the extent permitted by law, for the provision of such services for the Charter Holder, subject to the terms and conditions set forth in this Agreement and the Charter, and further subject to the oversight of the Board. Charter Solutions acknowledges that this Agreement is subject to the terms of the Charter.
2. **Term.** The term of this Agreement shall commence on July 1, 2012 and end on June 30, 2013, unless terminated earlier or extended in accordance with the terms and conditions set forth herein.
 - 2.1. **Term Extension.** This Agreement may be extended by agreement of the parties. The parties agree to give written notice of their intent to extend this Agreement at least thirty-days (30) days prior to termination of this Agreement.
3. **Duties of Charter Solutions.**
 - 3.1. **Business Manager.** Charter Solutions will employ a full-time Business Manager, who will perform work primarily at Charter Holder's facility(ies) and who is subject to dismissal by the Charter Holder after consultation with Charter Solutions' executive team. The Business Manager is required to sign a Confidentiality Agreement to protect the confidential information of both Charter Solutions and Charter Holder.

- 3.2. **Work to be Performed Under the Direction of the Charter Holder.** Charter Solutions shall perform all work under the direction of the Board and key school administrators providing such direction is in accordance with the law.
- 3.3. **Board Meeting Support.** A Charter Solutions representative will regularly attend board meetings and provide a financial report to the Board and Administration and discuss any issues related to Charter Solutions' duties or other areas of school finance or related operations.
- 3.4. **Duties and Functions Performed Primarily by the Business Manager.** Charter Solutions shall perform the functions and duties identified. Other add-on services heretofore not outlined shall be negotiated in good faith by both parties to establish the terms and conditions of providing add-on goods or services. Functions and duties provided without limitation include:
- 3.4.1. **Financial Management**
- General accounting, bookkeeping and reporting
 - Public school financial reporting
 - Preparation of school budgets and forecasts
 - Assist the Board and Administration with annual staffing budgets
 - Preparation of Annual Financial Report (AFR) budgets
 - Assist school with procurement
 - Accounts payable and reimbursements
 - Manage banking relationships
 - Account reconciliations
 - Physical records management
 - Year-end close and archiving
- 3.4.2. **Facilities Management**
- Assist Board and Administration with building operations and access
 - Coordinate with school maintenance personnel and property service contractors
 - Assist with inventory tracking and assets
- 3.4.3. **Human Resources Management**
- Assist school administrators with new hire processing, including orientation
 - Assist school administrators with termination processing, including post-employment issues
 - Process payroll, including employee deductions
 - Assist the Board and Administration with employee benefit plan administration
 - Process Workman's Compensation and unemployment claims
 - Assist Administration as requested with employee motivation and incentive programs
 - Assist administration with Human Resource records management
- 3.4.4. **Legal Compliance**
- Assist the Board and Administration with school policy development
 - Complete reports associated with Business Services
 - Assist the Board and Administration with legal compliance
 - Assist the Board and Administration with insurance procurement and Business Continuity planning
 - **Disclaimer:** Neither Charter Solutions, nor its employees are licensed to practice law. Neither Charter Solutions, nor its employees are qualified to provide formal legal advice. Schools shall retain their own legal counsel for legal matters.
- 3.5. **General Accounting Support Performed Primarily by the Charter Solutions Executive Team.** Charter Solutions will employ personnel located off Charter Holder's campus that will perform the following functions:
- 3.5.1. Policy, forms and procedure development services, consisting of development of school policy for Board review and approval, including internal controls for school.
- 3.5.2. Closing support consisting of reconciliation of systems to control figures,, filing monthly reports, year-end reconciliation and closing, and transitioning budget items from year to year.

- 3.5.3. Audit support, consisting of facilitation of required state or federal financial audits, negotiation of Financial Statement changes by CPA firm, ensure the auditing firm obtains all information necessary for an independent audit, and ensure that state and federal reports are sent in a timely manner.
- 3.5.4. Provide Board and Administrative support and training including communicating with the Board on regular basis regarding all aspects of school operations
- 3.5.5. Support the Board with high-level administrative, policy and oversight issues, including government relations and Charter Movement issues
- 3.6. **USOE, State Charter School Board and State Board of Education Board Support.** Charter Solutions will provide USOE, State Charter School Board and State Board of Education Board support consisting of:
- The establishment of key relationships with the USOE (and its employees) and Utah State Charter School Board members
 - Working on any key State Charter School Board issues that may have a material affect on the School
 - Lobbying the Utah Charter School Board on behalf of Charter Holder when requested
 - Assisting with requests and appeals made by the Charter Holder to the State Charter School Board or State Board of Education
- 3.7. **Insurance.** Charter Solutions shall maintain General Liability and Professional Practices Liability Insurance and shall provide an insurance certificate to Charter Holder upon request. Charter Solutions shall maintain insurance coverage for losses to Charter Holder associated with a claim arising from Charter Solutions' use of the Charter Holder's office space.

4. **Duties of Charter Holder.**

- 4.1 **Non-Interference.** Charter Holder agrees that it shall not interfere with Charter Solutions' good faith performance of the duties set forth in this agreement. Charter Holder has the duty to notify the Charter Solutions executive team in writing of any purported discrepancies, disputes, shortcomings or disagreements (including a claim of breach) regarding the execution of the terms of this agreement. Charter Holder, its Board, employees or designees shall in good faith support the work of Charter Solutions and its employees in its effort to fulfill the obligation set forth in this agreement and shall not act in a manner contrary to law or generally accepted business practices. Charter Holder agrees that it has ultimate decision-making authority and therefore has the authority on its own to circumvent, forgo, rescind, reject or override the advisory, work, policies, procedures or documents of Charter Solutions at its own discretion and that such overriding authority when utilized causes the Charter Holder to retain responsibility and liability for these decisions.
- 4.2 **Authority and General Administration of School Rests with the Charter Holder.** Both parties acknowledge the administration of the charter school, including oversight and decision-making authority of all aspects of school administration, including the duties set forth in this agreement, fall within the oversight of the school's Principal or Director, under the direction of the Board. However, some of the Business Services may or do overlap with the Board and Principal or Director's direct responsibilities; therefore, Charter Solutions will make a good faith effort to work with school administrators and the Board on these items. Charter Holder agrees that the Board and Principal or Director will make a good faith effort to work with Charter Solutions on shared responsibility, including providing administrative assistance to Charter Solutions, and that the school building will be made reasonably available, including permanent office space, to Charter Solutions in the execution of terms of this Agreement. The Charter Holder and Charter Solutions agree and understand that the Board and the Principal or Director retains all final decision-making authority for all aspects of school operations, administration, and financial management. Charter Solutions shall perform any and all services under the direction of the Board and the Principal or Director and shall institute and enforce the decisions and policies adopted by the Board, insofar as they are in accordance with the law and generally accepted business practices.
- 4.3 **Documents and Forms Modification and Review.** Charter Holder agrees that the forms, guides, checklists, documents, policies and procedures presented by Charter Solutions are for reference only and should not be used without modification or adaptation for use by the Charter Holder for its use.

Charter Holder acknowledges that each school is different, has its own culture, employee requirements and expectations and that laws change, and these forms, guides, checklists, documents, policies and procedures may not be in compliance with current rules and regulations unless maintained by the Charter Holder. In addition, there may be additional or different laws and regulations not contemplated herein. Charter Holder agrees to adapt any form provided by Charter Solutions for use in Charter.

- 4.4 **Intellectual Property.** Charter Holder agrees that the systems, forms, guides, checklists, documents, policies and procedures presented or developed by Charter Solutions during the term of this agreement are provided by Charter Solutions for the use of the Charter Holder for the term of this agreement and that Charter Solutions retains ownership, trademark and copyright of such intellectual property. Upon termination of this Agreement, Charter Holder agrees to negotiate in good faith with Charter Solutions for continued or discontinued use of Charter Solutions intellectual property.
- 4.5 **Non-Compete.** Charter Holder acknowledges and understands that the Business Manager is an employee of Charter Solutions, and as such, has signed a non-compete agreement that he or she will not solicit or engage the services of Charter Holder, nor have his or her services directly engaged by Charter Holder during his or her employment and for a period of 12 months after employment with Charter Solutions. The Charter Holder agrees that it shall not offer or seek to employ Charter Solutions employees directly.
- 4.6 **Workspace, Supplies, and Administrative Support.** Charter Holder will provide appropriate and adequate permanent office work space, classroom space, electronic connectivity, all necessary supplies and equipment, and administrative support for Charter Solutions to fulfill the obligations of this Agreement, including the use of related school equipment, supplies and other assets of the Charter Holder, including Human Resources and technology (Internet) hosting service access. Work space and supplies include, but are not limited to, desk, chair, private, securable work area, portable computer, software, private laser printer, filing cabinets, occasional meeting space for Charter Solutions staff meetings, mileage or travel reimbursement and general office supplies and materials. School administrative support staff shall provide reasonable administrative support for Charter Solutions staff working on Charter Holder business. Charter Holder retains ownership of its supplies and equipment upon termination of this agreement. Charter Solutions retains ownership of its supplies and equipment upon termination of this agreement.
- 4.7 **Insurance.** Charter Holder shall purchase and maintain minimum levels of all legally required insurance, including General Liability, Professional Practices Liability, Employment Practices Liability, Unemployment and Worker's Compensation insurance. Charter Holder shall provide an insurance certificate to Charter Solutions upon request.

5. **Termination of Agreement.**

- 5.1. **Termination at Will.** Either party for any reason or no reason may terminate this Agreement at any time during the period of this Agreement with 60 days' written notice.
- 5.2. **Charter Holder Termination for Cause.** The Charter Holder shall have the right to terminate this Agreement for cause by providing 30 days written notice to Charter Solutions. "Cause" shall include any of the reasons set forth in subparagraphs 5.2.1, 5.2.2, or 5.3.3 below.
- 5.2.1. A breach of any of the terms and conditions of this Agreement accompanied by a failure to remedy such breach within 30 days after receipt of written notice of such breach from the Charter Holder; or
- 5.2.2. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that this Agreement or the operation of the Charter School in conformity with this Agreement violates the Charter Holder's responsibilities, duties or

obligations under the state or federal constitutions, statutes, laws, rules or regulations.

5.2.3. Gross negligence, fraud, or criminal acts of any kind committed by Charter Solutions' employees or agents

5.2.4. The requirement for 30-days' written notice for termination is waived for causes listed in subparagraph 5.2.3

5.3. **Charter Solutions Termination for Cause.** Charter Solutions may terminate the Agreement for cause prior to the end of the term set forth in this Agreement for any of the reasons set forth in subparagraphs 5.3.1 or 5.3.2 below.

5.3.1. The Charter Holder substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from Charter Solutions. For this purpose, a material breach may include, but is not limited to, a failure to make payments as required by this Agreement unless the required payment is subject to reasonable dispute, failure of Charter Holder to allow Charter Solutions in good faith to fulfill the obligations of this Agreement, illegal activity or ongoing disregard for the law or administrative rules of the State, or any other failure which undermines the joint purposes of this Agreement; or

5.3.2. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse affect on Charter Solutions' ability to perform the obligations set forth in this Agreement.

6. **Shared Resources.** Charter Solutions will employ business managers to perform the work for client Charter Holders. Charter Holders shall have occasional, reasonable use of all Charter Solutions staff under the terms of this Agreement, or for such other uses as negotiated. Charter Holder agrees to allow a Business Manager assigned to Charter Holder's campus to be occasionally and reasonably available to other Charter Solutions client schools.
7. **Remedies.** The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 5, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of three percent (3%) per month.
8. **Compensation.** In exchange for the Business Services provided in this Agreement, the Charter Holder will pay Charter Solutions \$91,000.00 for the 2012-2013 school year, payable in equal monthly payments of \$7,583.33 beginning on July 1, 2012 and continuing until June 1, 2013. Charter Holder or Charter Solutions do not share in budgetary surpluses or deficiencies and acknowledge and agree that Charter Solutions is a contracted third-party service provider. Charter Solutions' employees working on behalf of Charter Holder shall be entitled to reasonable travel expense reimbursement consistent with Charter Holder's policies.
9. **No Third-Party Beneficiary Rights.** No third-party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or Charter Solutions in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.
10. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.
11. **Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

12. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
13. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that: (i) Charter Solutions may, without consent of the Charter Holder, delegate the performance of but not the responsibility for such duties and obligations of Charter Solutions as specifically set forth herein; and (ii) Charter Solutions may assign, without the consent of the other party, this Agreement to a successor entity that acquires through a corporate reorganization substantially all of Charter Solutions' assets and liabilities.
14. **Force Majeure.** Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.
15. **Official Notice.** Notices and formal communications required by the terms of this Agreement will be in writing. Notice will be given by certified or registered mail (return receipt requested) to the registered address, facsimile (with confirmation of transmission), or by hand delivery with written confirmation. Notice will be deemed to be given two (2) days after the date of the mailing or upon the first date of business on or after the date of facsimile or hand delivery.
16. **Indemnification.** As provided by law, Charter Solutions shall indemnify, defend and hold harmless Charter Holder and its agents, representatives, officers, directors, employees and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of Charter Solutions or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. Charter Solutions shall reimburse Charter Holder for any and all legal expenses and costs associated with the defense of such claim, demand or suit, subject to the limits of Charter Solutions' general liability insurance policy.

As provided by law, Charter Holder shall indemnify, defend and hold harmless and Charter Solutions its agents, representatives, officers, directors, employees, and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of Charter Holder or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. Charter Holder shall reimburse Charter Solutions for any and all legal expenses and costs associated with the defense of such claim, demand or suit subject to the limits of Charter Holder's general liability insurance policy.

THIS AGREEMENT was approved at a public meeting held by the directors of Lakeview Academy on June 6, 2012. At that meeting, the undersigned director of Lakeview Academy was authorized by the Board of Directors to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

Lakeview Academy

By: _____

Authorized Representative

Name: _____

CHARTER SOLUTIONS, INC.

By: _____

Name: _____

**CHARTER SCHOOL TECHNOLOGY SERVICES
AGREEMENT
BETWEEN
LAKEVIEW
ACADEMY AND
H-WIRE TECHNOLOGY SOLUTIONS,
LLC.**

THIS AGREEMENT (the “Agreement”) is made and entered into on _____, 2012 by and between H-Wire Technology Solutions, LLC., a Utah Limited Liability Corporation, and Lakeview Academy (“Charter Holder”), a nonprofit corporation organized under the laws of the State of Utah (“State”). H-Wire Technology Solutions and Charter Holder agree to the terms set forth below.

RECITALS

WHEREAS, Charter Holder has been authorized by the Utah Charter School Board to organize and operate a new charter school in Utah pursuant to the Utah Charter Schools Act; and

WHEREAS, H-Wire Technology Solutions provides consultant services to public charter schools; and

WHEREAS, Charter Holder desires that H-Wire Technology Solutions provides its school consultant services to Charter Holder, and H-Wire Technology Solutions desires to provide its consultant services to Charter Holder; and

WHEREAS, Charter Holder and H-Wire Technology Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of H-Wire Technology Solutions’ consultant services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, H-Wire Technology Solutions and Charter Holder agree as follows:

- 1. Contractual Relationship.** Charter Holder has entered into an agreement with the Utah Charter School Board which sets forth certain terms and conditions governing Charter Holder. Pursuant to the Charter Agreement, Charter Holder is governed by a board of directors (the “Board of Directors”) which is responsible for the operations of the charter school. Under the Charter Agreement, Charter Holder is vested with all powers and authority necessary or desirable for carrying out its program. These powers and authorities include the power to contract with H-Wire Technology Solutions to provide its consultant services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, Charter Holder hereby contracts with H-Wire Technology Solutions, to the extent permitted by law, for the provision of such services for the charter school, subject to the terms and conditions set forth in this Agreement and the Charter Agreement, and further subject to the oversight of the School Director and the Board of Directors. H-Wire Technology Solutions acknowledges that this Agreement is subject to the terms of the Charter Agreement.

2. **Terms.** The term of this Agreement shall commence on July 1, 2012 and end on June 30, 2013.

3. **Duties of H-Wire Technology Solutions:**

3.1. **Charter School Technology Services.** H-Wire Technology Solutions will perform the following functions:

3.2. **General Services.**

- ☐ Operate and maintain the LAN and WAN, including all connected machines
- ☐ Maintain the privacy and security of the networks and individual computers
- ☐ Respond to computer, network, and printer problems in a timely manner
- ☐ Provide "help desk" service to staff
- ☐ Perform network backup according to designated schedule
- ☐ Maintain hardware and software
- ☐ Troubleshoot computer and printer problems and coordinate to get outside support if necessary
- ☐ Install new products
- ☐ Seek staff input in determining system/operations improvements and/or needs in relation to the network
- ☐ Participate in the development of policies, procedures and resources in relation to the network
- ☐ Maintain the school's email service
- ☐ Respond promptly to network emergencies
- ☐ Communicate clearly and effectively with school staff about network-related policies and procedures

3.3. **Additional Services included in agreement.**

- ☐ Host Charter Holder's enrollment database in H-wire Data Centers
- ☐ Software support of Enrollment/Lottery Database
- ☐ Support of Computer Based Testing ("CBT") modules
- ☐ Website maintenance

4. **Termination of Agreement.**

4.1. **Termination.** Either party shall have the right to terminate this agreement by providing 30 days' written notice to the other party.

5. **Remedies.** The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 4, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of one percent (1%) per month.

6. **Compensation.** It is recognized between the parties that H-Wire Technology Solutions is a for-profit entity. In exchange for the consultant services provided in this Agreement, Charter Holder will pay H-Wire Technology Solutions \$2,666.67 per month beginning on July 1, 2012 and then on the first day of each month thereafter. H-Wire billing takes place one month in advance, therefore the first bill would be due June 30, 2012.

7. **No Third Party Beneficiary Rights.** No third party, whether a constituent of Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter Holder or H-Wire Technology Solutions in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.
8. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.
9. **Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
10. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
11. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

LAKEVIEW ACADEMY

By:_____ Authorized Representative

Name:_____

H-WIRE TECHNOLOGY SOLUTIONS, LLC.

By:_____

Name:_____

Spectrum Academy OT Service Agreement

I. Description of services to be provided:

1. Occupational Therapy services including:
 1. Evaluations
 2. Direct Services
 3. Consultation Services
 4. Services on Behalf of the Student, including: materials preparation, accommodations & modifications, etc.
 5. IEP preparation
 6. Staff inservice/training

II. **Services provided by:** Spectrum Academy, 575 Cutler Drive, North Salt Lake, UT, 84054

III. **Services provided to:** Lakeview Academy

IV. **Dates of Service:** August 1, 2012 to July 31, 2013

V. Pricing:

1. direct service and necessary administrative duties (documentation, evaluation write-ups, IEP preparation, etc.): \$65.00 per hour
2. mileage: \$.55 per mile

VI. responsibilities of provider:

1. provide Occupational Therapy services through a licensed professional
2. complete IEP paperwork by date required (to be provided by service recipient)
3. complete evaluations within 30 working days
4. provide services according to IEP requirements
5. consult with parents, clients, and teachers as needed
6. provide written invoice of service within 30 days
7. maintain confidentiality of client records and other communication

VII. responsibilities of client:

1. notify provider of due dates for IEP's, evaluations, and other necessary paperwork
2. provide location for services
3. assist with scheduling of services
4. provide documentation to provider as needed (existing evaluations, IEP documents, etc.)
5. provide payment within 30 days of receipt of invoice

VIII. **payment terms:** payment will be provided by check or money order made payable to Spectrum Academy within 30 days of receipt of invoice

Provider signature

date

Client signature

date



emihealth.com

852 EAST ARROWHEAD LANE
MURRAY, UTAH 84107-5292
TOLL FREE 800 662 5860
CORPORATE 801 262 7474
FAX 801 270 3012

April 23, 2012

Lakeview Academy

Attn: Mandee Black

527 West 400 North

Saratoga Springs, Utah 84045

Re: The Utah Charter Schools Interlocal Risk Pool Trust

Dear Mandee:

Thank you for choosing EMI Health to provide your school's medical coverage through the Utah Charter Schools Interlocal Risk Pool Trust ("Pool"). As you have no doubt discovered, membership in the Pool allows you to offer your employees robust plans at affordable prices, not available to small employers individually.

It is time to renew your commitment to the Pool for the period of September 1, 2012, through August 31, 2015. Commitment for an additional three years with the Pool will automatically renew unless notification is received in writing by EMI Health prior to July 1, 2012. According to the terms of your agreement with the Pool, if your participation with the Pool is terminated after July 1, 2012, all deposits paid to the Pool will be forfeited.

We appreciate the opportunity of serving your employee benefit needs and look forward to the opportunity of providing your school with affordable health care benefits for the next three years. If you have any questions, please call Kathy Robinson at (801) 270-2837.

Sincerely,

EMI HEALTH

Lakeview Academy

Confirmation of Renewal Rates

September 1, 2012 through August 31, 2013

Please mark the boxes of all plans/options you wish to confirm for the 2012-2013 plan year.

Medical - Care Plus	Single	Couple	Family	Change
Base Plans				
<input type="checkbox"/> Plan 0 (0 Ded,3000 OOP,\$25/35,10%)	\$429.02	\$947.40	\$1,340.67	5.94%
<input type="checkbox"/> Plan 1 (100 Ded,3000 OOP,\$30/40,10%)	\$399.85	\$883.01	\$1,249.51	5.94%
<input type="checkbox"/> Plan 2 (250 Ded,3500 OOP,\$35/45,20%)	\$377.83	\$834.38	\$1,180.21	5.94%
<input type="checkbox"/> Plan 3 (500 Ded,3500 OOP,\$35/45,20%)	\$360.41	\$795.88	\$1,126.21	5.94%
<input type="checkbox"/> Plan 4 (1000 Ded,5000 OOP,\$35/45,30%)	\$325.87	\$719.61	\$1,018.32	5.94%
<input type="checkbox"/> Plan 5 (1500 Ded,5000 OOP,\$20/0,20%)	\$300.96	\$664.56	\$940.44	5.94%
Buyup Plans				
<input type="checkbox"/> Plan 0 (0 Ded,3000 OOP,\$25/35,10%)	\$450.47	\$994.77	\$1,407.70	5.94%
<input type="checkbox"/> Plan 1 (100 Ded,3000 OOP,\$30/40,10%)	\$419.84	\$927.16	\$1,311.99	5.94%
<input type="checkbox"/> Plan 2 (250 Ded,3500 OOP,\$35/45,20%)	\$396.72	\$876.10	\$1,239.22	5.94%
<input type="checkbox"/> Plan 3 (500 Ded,3500 OOP,\$35/45,20%)	\$378.43	\$835.67	\$1,182.52	5.94%
<input type="checkbox"/> Plan 4 (1000 Ded,5000 OOP,\$35/45,30%)	\$342.16	\$755.59	\$1,069.24	5.94%

Benefit Changes Included

- Remove 12-month waiting period on FDA approved drugs
- Implantable Device Revision
- Reduction Mammoplasty
- Health Care Reform - Women's Preventive Health Services

Benefit Options

- Cover Orthognathic / Mandibular Osteotomy at ♦*50% on Plan 0

Medical Plan Notes

- Pool will allow 3 benefit options per group.
- A surcharge of 5% will be charged for all buy-up plans.
- The base plan is defined as the plan offered by the group closest to, but greater than or equal to, the amount the employer contributes.
- Current plans are shown in black
- ALL rates include applicable benefit changes.

**** The Utah Charter School Risk Pool has opted-out of the Mental Health Parity requirements.
This option requires annual notice to HHS and to employees of Lakeview Academy ****

Dental	Single	Couple	Family	Change
Voluntary Options				
<input type="checkbox"/> Choice PPO	\$37.70	\$80.10	\$134.10	0.94%
<input type="checkbox"/> Premier PPO 100-80	\$24.60	\$52.60	\$85.20	5.94%

Dental Plan Notes

Pool will allow 2 benefit options per group.
Current plans are shown in black

Vision	Single	Couple	Family	Change
<input type="checkbox"/> Vision 12-24-24 (Voluntary)	\$4.90	\$9.90	\$19.80	0.00%
<input type="checkbox"/> Vision 12-12-12 (Voluntary)	\$5.80	\$11.70	\$23.40	0.00%

Vision Plan Notes

Pool will allow 1 benefit option per group.
Current plans are shown in black

Please sign below to acknowledge your acceptance of the terms, conditions and obligations of the renewal rates including any benefit or language changes (if applicable) for the 2012-13 plan year. Please return this signed signature page to EMI Health by July 31, 2012. If this signature page is not received by the previously mentioned date your first payment under the new rates will be deemed an acceptance of the new rates, benefits, and agreements.

Signature

Date

Please sign and return this page to Kathy Robinson at EMI Health.



Quote Assumptions

- Requires **75%** participation after qualified waivers and **60%** participation before waivers.
- Requires the Employer to contribute a minimum of **90%** of the single rate or **50%** of total premium.
- The number of COBRA participants may not exceed 10% of the group enrollment.
- If enrollment differs by more than 15% during the contract year, EMI Health reserves the right to reevaluate rates and plan designs.
- All plans use the EMI Health Care Plus Network which includes the Utah Beech Street and EMI Health Select Care Networks.
- The quote is valid until the effective date.
- Rates are based on the following contract period: September 01, 2012 - August 31, 2013.
- If the effective date changes, these rates are subject to reevaluation.
- EMI Health reserves the right to withdraw or change the bid if any of the bid information changes, including but not limited to any claims, demographic or other changes that may effect the risk of the group.
- Deductible and Coinsurance Maximum accumulation: Contract Year.
- EMI Health is the only Medical carrier.
- Self Funded Employee Medical Benefit Plan
- Administered by Educators Mutual Insurance Association.
- This quote assumes the group has a current Workers Compensation plan in place.
- Please see the benefit summary for quoted benefits.
- EMI Health standard limitations and exclusions will apply.
- The quoted benefits include the following Rx programs: Mandatory Generic and Smart Pre-Authorization (Step Therapy).
- The rates assume no deductible, coinsurance or copays will be paid by the group (except as approved for HSA and HRA products).

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Software Use and Service Agreement

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Subject:	<i>SIS Agreement</i>
Purpose:	

Date: *5/8/12*

The Utah State Board of Education (Board) and the *Lakeview Academy*
local education agency (LEA) agree to the following for the use and support of the Board's
SIS application/software (e.g. SIS, Fiscal)

1. Definitions.

1.1 "LEA" means the Utah Local Education Agency and any entity that orders the USOE application and has control rights and obligations for the USOE application.

1.2 "LEA Data" means all data provided by the LEA for use in the USOE application. The LEA owned data that populates and becomes the content for the application's database.

1.3 "USOE" means Utah State Office of Education, the administrative office of the Utah State Board of Education. USOE acts under the legal authority and direction of the Board. All references in this agreement to the USOE include the Board which has the sole authority to enter into this agreement.

1.4 "Board Application" means software and services or a collection of related software services provided by the Board.

1.3.1 SIS 2000+ Application (Student Information System)
<http://www.schools.utah.gov/computerservices/SIS2000+/SIS2000+.htm>

1.3.2 FIS or Fiscal Application (Fiscal Information System)
<http://www.schools.utah.gov/computerservices/Fiscal/Fiscal.htm>

1.5 "Hosting Services" means any networking devices, application and database servers and system software necessary to operate and support the application for the LEA by the Board.

1.6 "Third Party Hosting Service" means any company or other organization providing networking devices, application and database servers and system software necessary to operate and support the application for the LEA and has been approved by USOE.

2. Board Application Ownership Rights. The Board owns or has licensed all application software it provides to LEAs.

2.1 Board Applications are to be used for educational purposes in Utah only.

2.2 Board Applications may not be duplicated in any way by any individuals or LEAs except for the limited purpose of installation on LEA computers.

2.3 LEAs may not sublicense, rent, lease, copy or transfer Board Applications or any portions of those applications, related materials or intellectual property thereof to any other party.

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2.4 All Board Applications at all times are to be used at the discretion of the Board. All application software must be returned to Board upon request.

2.5 No LEA, may decompile, disassemble, reverse engineer, copy, transfer, or otherwise use any Board Application or portion thereof for any purpose except as stated in this Agreement.

2.6 All Board Applications and the accompanying materials are provided with restrictive rights. Use, duplication or disclosure in part or in whole to any party other than to authorized LEAs is strictly prohibited.

2.7 All LEAs, if installing Board Applications locally or if they have a Third Party Hosting Service hosting the application for them, must abide by prescribed security guidelines furnished by Board. See Appendix A.

2.8 All LEAs and/or Third Party Hosting Services must follow FERPA rules for protecting data. This includes shredding confidential documents when no longer needed, ensure confidential data/documents are distributed to authorized persons only, etc. All LEAs and/or Third Party Hosting Services must make sure all employees with access to such data/documents follow these same rules. Security must be implemented for accessing the data contained within the SQL database and keeping the data contained within the database confidential.

3. Scope of Support Services. The USOE will provide LEAs with the following specific services:

3.1 Hosting Services. If the LEA chooses, the USOE can host the Board Application for the LEA. The USOE will protect and backup data for LEA on a daily basis. However, Board is not responsible for the content of the LEA Data. All charter school LEAs are required to use Hosting Services of the USOE or a USOE approved Third Party Hosting Service. All other LEAs with enrollments less than 2000 should use Hosting Services, although any other LEA may also choose to use Hosting Services.

3.2 Hosting Services Set-Up and Updating. USOE or Third Party Hosting Service will configure the application for the LEA, but the LEA will be responsible for entering the LEA's Data into the server's database to create a fully functional application. After the Board application is configured and loaded with the LEA's data, and is fully operational, the LEA will be responsible for all management of the application's content.

3.3 Hosting and Access. USOE will provide the LEA a connection to the Board application via the Internet, including all necessary telecommunications equipment at the USOE on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime. USOE will make its best effort to satisfy this schedule and prevent downtime, but not be liable for any interruption beyond its control caused by, including but not limited to acts of nature, third-party equipment or transmission failures, or security breaches.

3.4 Maintenance Services. The USOE will perform maintenance services as the USOE determines necessary to maintain the continuous operation of the Board Hosting Services. The LEA agrees to periodically scheduled maintenance downtime periods. USOE will provide prior notice of the maintenance downtime, except when circumstances beyond its control limit its ability to do so.

3.5 Local Hardware, Equipment and Software. LEAs are responsible for and must provide all telephone, computer hardware, software, other equipment and services

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necessary to access Board Hosting Services. It is the responsibility of the LEA to make sure these local resources are compatible with the requirements of the specific Board Application being hosted.

4. Payment Terms. LEAs agree to the following payment terms in consideration for the services provided:

4.1 Set-Up, Training and Ongoing Support Fees. LEAs that are neither public K12 districts nor charter schools will pay USOE for services including but not limited to setup, training, and ongoing consulting/support at a rate of \$45 per hour.

4.2 Hosting Fees. LEAs will pay a monthly Service Fee for any hosting USOE provides under this Agreement. Under a schedule provided by the USOE Hosting Services will be assessed at a rate of \$.20 per student per month per application.

4.3 Start-up and Cancellation. LEAs will not be billed for the first month of service whether it is a full or partial month. In the event the LEA cancels hosting service, the LEA will be charged in full for the entire month in which the LEA canceled LEA's service.

5. Representations and Warranties. Board and LEA obligations under this Agreement are conditioned upon the following representations and warranties:

5.1 Compliance with Law. The LEA represents and warrants that it will comply with all applicable state and federal laws in the LEA's performance of this Agreement and in the use and operation of the Board Application, including all laws governing technology, software.

5.2 Authority to Contract. The LEA represents and warrants that it has full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

5.3 Non-Infringement. The LEA represents and warrants that LEA's performance of this Agreement shall not infringe the intellectual property or other proprietary rights of the Board or any third party.

5.4 USOE Performance. The USOE represents and warrants that its services shall be performed in a professional and workmanlike manner, and the computer servers will be operated in accordance with USOE's obligations as defined by this Agreement.

5.5 Disclaimer of Warranties. There are no warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the Board Application, software or service and any accompanying materials. In no event will the Board be liable to the LEA for damages whether incidental or consequential, arising out of the LEA's use or inability to use the application, software or service pursuant to the terms of this Agreement.

5.6 The LEA expressly agrees that use of any Board Application is at LEA's own risk. Neither the Board, nor its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that its applications or services will not be interrupted or error free; nor does the Board make any warranty as to the results that may be obtained from the use of its applications or as to the accuracy, reliability or content of any information serviced, contained in or provided through its applications or services, unless otherwise expressly stated in this Agreement.

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5.7 Under no circumstances, including negligence, will the Board, its agents or anyone else involved in creating, producing or distributing its applications or services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use its applications or services. The Board will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to its records, programs or services. The LEA acknowledges that this paragraph shall apply to all content in Board applications.

5.8 LEA's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual dollar amount which the LEA paid during the 12-month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporaneous or punitive damages of any kind, including without limitation, loss of data, profit, good will, time savings or revenue.

6. Term and Termination. The following describes the effective date, duration and methods of termination:

6.1 Effective Date. The Effective Date of this Agreement is the last date appearing below.

6.2 Duration. This Agreement will commence on the Effective Date and continue on a month-to-month basis.

6.3 Termination for Convenience. Subject to Section 4.3, the LEA may terminate this Agreement at any time for LEA's convenience by providing Board with fifteen days advance written notice. Termination will be effective on the first Monday following the receipt by the Board of the written termination.

6.4 Breach or Default. Any of the following constitute a breach or default of this Agreement:

6.4.1. LEA's failure to pay any current month's Fee by the payment date designated by the USOE.

6.4.2. LEA's violation of Sections 5.1, 5.2 or 5.3.

6.4.3. Activities Subject to Revocation of Privileges. If any Board application is used for illegal, abusive or unethical activity all privileges for use of that application will be immediately revoked. The LEA agrees to indemnify and hold Board harmless from any claim resulting from LEA's use of the application in an illegal, abusive or unethical manner.

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LOCAL EDUCATION AGENCY

On the 7th day of May in the year 2012 the Utah State Board of Education (Board) and the
Lakeview Academy local education agency (LEA) agree to the above for the
use and support of the SIS application/software (e.g. SIS2000+,
Fiscal).

BY: _____ TITLE: _____

SIGNATURE _____

**UTAH STATE BOARD OF EDUCATION COMPUTER SERVICES
Acknowledgment of Receipt and Execution of the Agreement**

Agreed to the above on the _____ day of _____ in the year _____

BY: _____ TITLE: _____

SIGNATURE _____

INSTRUCTIONS

After the LEA has reviewed the USOE Software Use and Service Agreement, please print, sign, date, and fax, e-mail or mail this Acknowledgment of Receipt and Execution of the Agreement along with the Agreement to the Utah State Office of Education Computer Services as indicated below.

Utah State Office of Education Computer Services
P.O. Box 144200
250 E. 500 S.
Salt Lake City, UT
84114-4200

Phone: 801.538.7614
Fax: 801.538.7938

Email: Derek.Howard@schools.utah.gov

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Appendix A – Prescribed Security Guidelines

Keep Server Software Current

- Make sure to keep your SQL Server and windows installation up to date with the latest security patches and service packs.
- Install the latest version of MDAC.
- Get information about the latest security updates by subscribing to the Microsoft Security Bulletin. <http://www.microsoft.com/security/>

Limit Physical Access to Servers

- Server access should be restricted to administrators and other authorized personnel.
- Servers should be in a physically protected location, ideally a locked machine room.
- Always lock the server while not in use.

Install Anti-Virus Software

- Install anti-virus software on the SQL Server computer, but exclude your database folders from regular scans.
- Keep your anti-virus signature files up to date.

Protect Your Servers with a Firewall

- Servers should be secured from the internet with a firewall.
- Access should be opened for the USOE IP range for assistance in troubleshooting and configuration.
- Access should be opened for the web server and users of the FoxPro application.
- SQL Server listens on TCP Port 1433 and UDP Port 1434

Isolation of Services

- Never install SQL Server on a domain controller.
- Install SQL Server on a separate server from your web-server.
- Run the SQL Server service as a non administrator account.
 - Run the service as the local SYSTEM account.
 - OR
 - Run the service as an unprivileged domain user.
 - Administrators generally tend to run SQL Server service using a domain administrator account. That is asking for trouble. A malicious SQL Server user could take advantage of these domain admin privileges. Most of the times, a local administrator account would be more than enough for SQL Server service.

Password Security

- Password Complexity Requirements
 - Passwords must be at least 8 characters long.
 - Passwords must contain at least 1 upper case letter, 1 lower case letter, and 1 number.
 - Using a proper name or word with a number at the end is one of the biggest sources of false security. Those can be hacked almost as easily as a dictionary hack. There are only a few thousand more passwords per word to try. Using a password like Murray05 would not be a secure password, even though it meets the above minimum requirements.

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- If you need a good password, the easiest thing to do is to hit random keys on your keyboard and see what comes out. Svku945jk is what I got.
- Passwords must be complex to prevent dictionary and brute force attacks.
 - The SQL Server "SA" password MUST be changed if it doesn't meet the password complexity requirements.
 - Any additional accounts that are created, such as the one for web and FoxPro applications, should meet the password complexity requirements.
- Rename the local system administrator account
 - Typically, hackers will attempt to compromise the local system administrator account. The easiest way to avoid this is to rename the administrator account to something else.
- Disable the local system guest account.
- Be prompt in dropping the SQL Server logins of employees leaving the organization, especially, in the case of a layoff or firing.
- Write your SA password down somewhere secure (not on a sticky note on the monitor!). If you lose this password, it is very difficult to get your server back in working condition.
- A solution for storing your passwords would be to place them on a removable storage device, such as a thumb drive, and locking them in a safe in your server room. This way they can't be accessed from the network, but they can be easily obtained in case of an emergency.
- Let USOE know the "SA" password either by contacting our database analyst or by letting your specialist know (See Appendix B -- Contact Information). Email is probably **not** the most secure means of transporting this information. A quick phone call would be best.

Secure Transmission

- SSL must be enabled for your Web-Server. Instructions on how to install SSL on your web server can be found at http://ptracker.usoe-dcs.org:8080/bt/kb/FileDB/PT5_KB_FILE/KB_ID/215/KB_CONTENT/SSL+Guidelines.pdf
- SSL must be enabled for your SQL Server. By default, SQL Server passwords are sent in plain text. Passwords can easily be collected using a packet sniffer if communications between the client and server are not encrypted. Instructions for setting up SSL on your SQL Server can be found at http://ptracker.usoe-dcs.org:8080/bt/kb/FileDB/PT5_KB_FILE/KB_ID/244/KB_CONTENT/Instructions+for+Installing+SSL+on+SQL.pdf
- All connections from USOE will require an SSL connection; otherwise the connection will not be made.

Please note that following the addition of SSL to your SQL server, you may be unable to connect to it from your web server (temporarily). If that happens, please follow these instructions:

After installing an SSL Certificate on SQL Server, a 'Database Connectivity Error' is generated when attempting to access any SIS2000+ Web Application if the MDAC in the ODBC is not the most recent one. This also occurs on any client machine (Windows 98 or 2000) accessing SIS2000+ FoxPro Applications which do not have the most recent MDAC in the ODBC installed.

This only occurs when installing an SSL Certificate on SQL Server. This does not occur when installing SSL on Web Servers.

The resolution to this error is to install the most recent MDAC on your affected SIS2000+ Web Server and any affected Windows 98 or 2000 client machines using ODBC to connect to SIS2000+ FoxPro applications. We have found that most Windows 98 and 2000 machines have

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already been updated to the most recent MDAC and hopefully updating client machines will be minimal.

Let our database analyst know (See Appendix B – Contact Information) if you have any difficulties related to the SQL side of things (configuring the user, etc). If you have a question of how to set up the web or fox apps after the database requirements have been met, please contact your specialist.

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Appendix B – Contact Information

Database Analyst
Joshua Lowry
Utah State Office of Education
joshua.lowry@schools.utah.gov
(801) 538-7592
Specialists
Valerie Davis
Don Eardley
Carol Hochstadt
Clint Thompson
Network Analysts
Sharon Paro

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Appendix C – Instructions

Application Login. A new SQL Login needs to be created which will be the login that ODBC, FoxPro apps and the Web apps will use to login. This user will be a System Administrator user, so they will have all the rights of SA, however hackers tend to look for SA as the username when trying to sniff for passwords. This can be accomplished simply by opening Enterprise Manager and, while logged in as SA, expanding the Security drilldown under the server's name. Right click and choose New Login. Enter the username (can be something like sisuser). Choose "SQL Server Authentication" and enter your new SECURE password for this user. Choose your current SIS database as the default database. On the "Server Roles" tab, check "System Administrators". Hit OK and it will confirm your password. That is all that is necessary on the SQL side. There are a few things that will need to be done to make the Web and Fox apps use the new username and password.

You will need to change the global.asa file on your web server. The following lines will need to be changed:

Application("sqlserver") = "test"	'ODBC PARAMS-DSN,UID,PASSWORD
Application("app_DSN") = "test"	'ODBC DSN
Application("app_user") = "test"	'ODBC UID
Application("app_password") = "test"	'ODBC PASSWORD
Application("app_Server") = "xx.xx.xx.xx"	'DATABASE SERVER IP ADDRESS
Application("app_Database") = "test"	'DATABASE NAME

All client ODBC connections will need to be changed to reflect the new user and password for the FoxPro application. Within the FoxPro application structure there is a DBC folder that contain files with the ODBC connection information embedded in them. They are sncsview.dbc and uview.dbc. They will have to be edited to use your new SQL user name and passwords. You will need to get a FoxPro program and instructions from your USOE Computer Services specialist.

If there are any questions, please contact your USOE specialist.

Lakeview Academy Expansion

Architectural and Engineering Request for Proposal

Bid Start Date: Wednesday, May 23, 2012 at 9:00 a.m.

Bid Close Date: Wednesday, June 6, 2012 at 5:00 p.m.

Question Close Date: Friday, June 1, 2012 at 5:00 p.m.

Contact Person: Jennifer Perry, Project Manager

Lakeview Academy in Saratoga Springs, Utah is accepting proposals for architectural and engineering services for an expansion of its current facilities. The addition of approximately 30,000 square feet will require adding classrooms, multipurpose use areas, office space and expansion of the cafeteria. There may be a few areas of renovation in the current facility as well, dependent on design of addition. Construction is anticipated to begin in the fall of 2012, and completed in the summer of 2013.

The following criteria are required in your statement of interest and qualifications (SOIQ) proposal and will be used to determine best value:

- Information and background on your firm
- Experience with school design, particularly as it relates to renovations, additions, and middle schools; including a list of all relevant projects completed by firm and project employees
- Ability to be innovative in meeting the needs of Lakeview Academy
- Minimum of three references from completed projects
- Fee structure, including the following broken out in separate line items:
 - Test fit
 - Programming, schematic, design development
 - Construction Documents
 - Construction Administration
 - Mechanical/Electrical/Plumbing/Structural/Civil Engineering Services
 - Hourly rates for additional services

Please submit your proposal electronically through Bidsync or on paper in a sealed opaque envelope to Lakeview Academy ATTN: Jennifer Perry 527 West 400 North Saratoga Springs, Utah 84045.

Questions can be submitted through Bidsync through Friday, June 1, 2012 at 5:00 p.m.

Proposals are due Wednesday, June 6, 2012 by 2pm.

The selection committee will be comprised of selected Lakeview Academy Board Members, staff, and project manager.

INSTRUCTIONS AND GENERAL PROVISIONS

1. ADMINISTRATIVE AUTHORITY: The administration of this purchasing process is conducted by Lakeview Academy. No Lakeview Academy Board Member or employee should be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your proposal.

2. SOIQ PREPARATION: (a) Delivery time of services is critical and must be adhered to as specified. (b) By submitting the SOIQ the applicant certifies that all of the information provided is accurate, that they are willing and able to furnish the service(s) specified, and that prices offered are correct.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

4. BEST AND FINAL OFFERS: Discussions may be conducted with bidders who submit SOIQs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these applicants may be asked to

submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from SOIQs submitted by a competing applicant.

5. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible applicant whose SOIQ is determined to be the most advantageous to Lakeview Academy taking into consideration factors set forth in the Request for SOIQ. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) Lakeview Academy may accept any item or group of items, or overall best offer. Lakeview Academy can reject any or all SOIQs, and it can waive any informality, or technicality in any SOIQ received, if Lakeview Academy believes it would serve the best interests of Lakeview Academy. (c) Before, or after, the award of a contract Lakeview Academy has the right to inspect the applicant's premises and all business records to determine the applicant's ability to meet contract requirements. (d) Lakeview Academy will open SOIQs publicly, identifying only the names of the bidders. During the evaluation process, SOIQs will be seen only by authorized Lakeview Academy selection committee members. (e) The Lakeview Academy Board of Trustees will award the contract to the applicant with the best overall bid in an open public meeting.

Proposal Title: Professional Development Days – 180-day Waiver

Submitted by: Ashley Hintze

Sponsoring Administrator: Ashley Hintze

Proposal Abstract/details:

This is a policy to address the State Board Rule R277-419-4 - Minimum School Days approval of charters schools (and district schools) to adopt a revised calendar for the 2012 – 2013 school year with less than 180 days of instruction in order to provide professional development to our teaching staff on the Utah Core Standards on no more than two (2) of the 180 school days required by the State Board Rule. This would be a reduction of two (2) student days. The loss of two (2) student days will be used to train our teachers in teaching and implementing the new Utah Core Standards to better enhance our student learning. Each professional development day must be at least 5.5 hours. This training would allow our teachers a deeper understanding of the new Utah Core Standards and how they will align with the new CRT assessments.

Based on our approval from the Board and the USOE, we would adhere to the attached calendar. If the proposed calendar is not approved, our school would follow the calendar previously approved by our Board and the USOE.

Please provide information to the following questions:

1) Proposal supports the charter by..?(Please site reference page)

This policy creates new professional opportunities for educators that allow them to participate in designing and implementing the learning program (p. 7).

Lakeview Academy will meet or exceed all state requirement standards for the employment of faculty (p. 37).

Effectiveness Goals: 1.b. 80% of students reaching Level 3 or Level 4 on the end of the year CRT. 1.c. 80% of 5th grade students will reach Level 3 or Level 4 on the Science CRT. 2.d. Faculty will receive in-service training on planning and implementation strategies for all curricula (p. 15a – 16a).

2) Proposal supports ends policy

- a. ☐ Global Ends Policy
- b. ☒ Language Arts and Mathematics Ends Policy
- c. ☒ Science, Arts, and Technology Ends Policy
- d. ☐ Enrollment Ends Policy
- e. ☐ Parent Satisfaction Ends Policy

It supports this ends policy by...

This supports the Language Arts and Mathematics Ends Policies and the Science, Arts, and Technology Ends Policies by allowing teachers an understanding of the new Utah Common Standards and being able to implement and align them with the new CRTs. Our goal is for 80% of students who take the CRTS to be proficient or higher (Level 3 or Level 4).

3) Are funds being requested? If so how much and from what budget category?

No

4) Does this replace a current program or policy? If so, please attach a redline version of requested changes.

No

5) If a new program/policy, please attach the policy or program proposal.

n/a

6) Please attach any other options that may be considered.

Original calendar accepted by the Board on March 1, 2012

7) Please attach any relevant information and all supporting documentation

Revised calendar attached



ACCPETED Lakeview Academy Calendar

527 West 400 North
Saratoga Springs, Utah 84045
801-331-6788 (office) 801-331-6792 (fax)

2012-2013

August				
M	T	W	T	F
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December				
M	T	W	T	F
3	4	5	6	
10	11	12	13	
17	18	19	20	
24	25	26	27	
31				

January				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

February				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

March				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
M	T	W	T	F
		1	2	
6	7	8	9	
13	14	15	16	
20	21	22	23	

	Parent Teacher Conference
	Holiday (no school)
	End of Term
	Professional Development (no school)
	First/Last Day of School
	Teacher Comp Day (no school)
	Early Out Day 12:30 dismissal
	Teacher Inservice Days

August - 16th First Day of School
September - 3rd Labor Day (No School)
September - 20th-21st Parent Teacher Conf.
October - 11th-12th Fall Break (No School)
October - 15th Professional Dev. (No School)
November - 21st Teacher Comp Day (No School)
November - 22nd-23rd Thanksgiving Break (No School)
December - 10th January 1st Winter Break (No School)

January - 21st Martin Luther King Day (No School)
February - 18th Washington & Lincoln Day (No School)
February 28th-March 1st Parent Teacher Conference
April - 1st-5th Spring Break (No School)
(1st - snow day make-up, 2nd - Teacher Comp Day)
May - 24th Last Day of School



PROPOSED Lakeview Academy Calendar

527 West 400 North
Saratoga Springs, Utah 84045
801-331-6788 (office) 801-331-6792 (fax)

2012-2013

August				
M	T	W	T	F
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

February				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

March				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

	Parent Teacher Conference
	Holiday (no school)
	End of Term
	Professional Development (no school)
	First/Last Day of School
	Teacher Comp Day (no school)
	Early Out Day 12:30 dismissal
	Teacher Inservice Days

August - 16th First Day of School
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November - 22nd-23rd Thanksgiving Break (No School)
December - 19th-January 1st Winter Break (No School)

January - 21st Martin Luther King Day (No School)
February - 18th Washington & Lincoln Day (No School)
February 28th-March 1st Parent Teacher Conference
April - 1st-5th Spring Break (No School)
(1st - snow day make-up, 2nd - Teacher Comp Day)
May - 24th Last Day of School

December 17th - 18th: Proposed Professional Development

1st Term = 43 days
August 16th - October 19th

2nd Term = 47 days
October 22nd - January 11th

3rd Term = 43
January 14th - March 15th

4th Term = 45
March 18th - May 24th

Policy Type: Required Policy
Policy Title: Conflict of Interest Policy
Effective: May 10, 2007

Lakeview Academy Conflict of Interest Policy

Article I

Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

The Undersigned officers and or directors of Lakeview Academy certify that this Conflict of Interest policy was duly adopted as of May 10, 2007.

Signature: Mandee Dean

Print Name: Mandee Dean

Title: Board Member

Signature: Joylin Lincoln

Print Name: Joylin Lincoln

Title: Board Member

Policy Type: Required Policy
Policy Title: Middle school Credit Requirements and Reciprocal Credit Agreement Policy
Effective Date: September 2, 2010

Lakeview Academy will meet or exceed all Utah State Board of Education credit requirements. Lakeview Academy will offer as many electives as feasible while keeping the integrity of the core requirements intact. Electives should emphasis Science, The Arts and Technology to remain consistent with our Charter. At least one foreign language will be offered. Educational technology and Library media to be integrated into subject areas.

A student who transfers into Lakeview Academy from another school, which is Northwest accredited, will be able to transfer all credits from said school. Lakeview Academy will include the credits from the other school on our transcripts as if the credits had been earned by the student while attending Lakeview Academy, however Lakeview Academy will note the school that the credits were received at.

Students in grades 7-8 shall earn a minimum of 14 units of credit to be properly prepared for instruction in grades 9-12.

7th or 8th Grade requirements- These requirements may be taken either year

- (a) The Arts- 1.0 (required by state)
- (b) Health- .5 unit of credit (required by state)

7th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Mathematics- 1.0 unit of credit (required by state)
- (c) Science- 1.0 unit of credit (.5 required by state)
- (d) Social Studies- .5 unit of credit (required by state)
- (e) Physical Education- .5 unit of credit (required by state)
- (f) Career and Technical Education, Life, and Careers- 1.0 unit of credit (required by state)
- (g) General Electives .2.0 units of credit: which may include the art and/or health requirements.

8th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Mathematics- 1.0 unit of credit (required by state)
- (c) Science- 1.0 unit of credit (required by state)
- (d) Social Studies- 1.0 unit of credit (required by state)
- (e) Physical Education- .5 unit or credit (required by state)
- (f) General Electives- 2.5 units of credit; which may include the art and/or health requirements

9th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Algebra or Geometry- 1.0 unit of credit (required by state)
- (c) Earth Science 1.0 unit of credit (required by state,)
- (d) Geography- .5 unit of credit (required by state)
- (e) World Civilization- .5 unit of credit (required by state)
- (f) Physical Education- .5 unit of credit (required by state)
- (g) Computer/Technology- .5 unit of credit (required by state)
- (h) General Electives- 2.0 units of credit

Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Middle school Credit Requirements and Reciprocal Credit Agreement Policy was duly adopted as of September 2, 2010 and replaces all previous Middle school Credit Requirements and/or Reciprocal Credit Agreement Policies.

Signature: Alan Daniels

Print Name: Alan Daniels

Title: Board Member

Signature: Cory Thorson

Print Name: Cory Thorson

Title: Board Treasure

Budgets are Separate
Links If you need a copy
e-mailed to you please e-
mail

[bot@lakeeview-
academy.com](mailto:bot@lakeeview-academy.com)

Policy Type: Required Policy
Policy Title: Performance Bonus Policy
Effective: June 7, 2012

The Board of Trustees of Lakeview Academy recognizes that excellence in school personal has tremendous value, and that providing financial incentives on areas of primary importance will lead to improved performance in those areas. The board therefore adopts the following policy regarding performance bonus pay for employees.

Elements of the Performance Bonus

Eligibility: Bonus amounts will be outlined in each qualified employee's salary wage agreement.

Criteria: Each year the employee will develop 3-5 SMART/Charter focused goals. These goals will be reviewed and approved by their supervisor. A % of the total eligible bonus amount will be assigned to each goal. During the employees' final review, the SMART/Charter Goals will be evaluated and the total bonus amount will be determined.

Goal	Percent of Bonus
SMART Goal Developed by Employee and approved by supervisor.	
SMART Goal Developed by Employee and approved by supervisor.	
SMART Goal Developed by Employee and	

approved by supervisor.	
SMART Goal Developed by Employee and approved by supervisor.	
SMART Goal Developed by Employee and approved by supervisor.	

Distribution: Employee's performance bonus will be paid out in the
_____paycheck.

Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Performance Bonus Policy was duly adopted as of June 7, 2012 and replaces all previous Performance Bonus Plans, and the Teacher Retention Bonus Policy.

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Policy Type: Ends Policy
Policy Title: Language Arts and Mathematics
Effective: June 7, 2012

Lakeview Academy exists to improve student learning by establishing high standards challenging all students to reach their potential and to provide students with the support they need to succeed.

Accordingly:

1. Students will show proficiency in language arts.
 - a. Students will be given benchmark assessments in language arts no less than three times per year.
 - a. Student progress in reading will be tracked, monitored, and measured by at least 85% of students achieving at or above grade level on benchmark tests by the end of the school year.
 - b. During the school year writing samples will be collected and analyzed by teachers for each student no less than three times a year as a performance based assessment to demonstrate student improvement in writing on a yearly basis.

The Board of Trustees will monitor these assessments throughout the year through benchmark and CRT reports. If scores are less than the standard, research will be done to see if extenuating circumstance exist and will be presented to the board for review.

2. Students will demonstrate proficient mathematical skills as defined by Lakeview Academy and the Utah Core Curriculum.
 - a. Students will be assessed with benchmark exams no less than three times per year and take end of year CRT's. Mathematical aptitude will be measured by 85% of students performing at or above grade level on benchmark tests by the end of the school year and achieving level 3 sufficient or level 4 substantial proficiency on the end of year CRT's.

The Board of Trustees will monitor these assessments throughout the year through benchmark and CRT reports.

Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Language Arts and Mathematics Ends Policy was duly adopted as of June 7, 2012 and replaces all previous Language Arts, and Mathematics Ends Policies.

Signature: _____

Print Name: _____

Title: _____

Signature:_____

Print Name:_____

Title:_____

Policy Type: Ends Policy
Policy Title: Science, Arts, and Technology
Effective: June 7, 2012

Lakeview Academy will place a special emphasis on Science, the Arts, and Technology. This will be done by incorporating technology in the everyday classroom, focusing on science and providing an opportunity for all students to participate and appreciate the arts.

Accordingly:

1. Students of Lakeview Academy will show proficiency in science.

a. Each year all students will demonstrate adequate mastery of science principles during a science enhancement event. This will be measured yearly by direct inspection by the Board of Trustees.

This will be measured yearly by direct inspection by board members.

b. Among students who take the end of year CRT's 85% will achieve proficient or higher.

The Board of Trustees will monitor these assessments throughout the year through benchmark and CRT reports.

2. Students will demonstrate proficiency in the arts.

a. Students will have opportunity to express themselves artistically in the classroom and in extra-curricular activities. Throughout the year all students grades K-9 will demonstrate adequate mastery of a broad range of art concepts during a show what you know event.

This will be measured yearly through direct inspection by the Board of Trustees at the show what you know events.

3. Students will have an understanding and working knowledge of current technology

a. Each Student will complete at least one technology project.

The Board of Trustees will measure this on a yearly basis by direct inspection of several technology projects at each grade level.

Certification

The Undersigned officers and or directors of Lakeview Academy certify that this Science, Arts, and Technology Ends Policy was duly adopted as of June 7, 2012 and replaces all previous Science, Arts, and Technology Ends Policies.

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Title I, Part A Basic Program Requirements

<http://www2.ed.gov/programs/titleiparta/legislation.html>

SEC. 1112. LOCAL EDUCATIONAL AGENCY PLANS.

(a) PLANS REQUIRED-

(1) SUBGRANTS- A local educational agency may receive a subgrant under this part for any fiscal year only if such agency has on file with the State educational agency a plan, approved by the State educational agency, that is coordinated with other programs under this Act, the Individuals with Disabilities Education Act, the Carl D. Perkins Vocational and Technical Education Act of 1998, the McKinney-Vento Homeless Assistance Act, and other Acts, as appropriate.

(2) CONSOLIDATED APPLICATION- The plan may be submitted as part of a consolidated application under section 9305.

(b) PLAN PROVISIONS-

(1) IN GENERAL- In order to help low-achieving children meet challenging achievement academic standards, each local educational agency plan shall include —

(A) a description of high-quality student academic assessments, if any, that are in addition to the academic assessments described in the State plan under section 1111(b)(3), that the local educational agency and schools served under this part will use —

(i) to determine the success of children served under this part in meeting the State student academic achievement standards, and to provide information to teachers, parents, and students on the progress being made toward meeting the State student academic achievement standards described in section 1111(b)(1)(D)(ii);

(ii) to assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving children served under this part to meet State student achievement academic standards and do well in the local curriculum;

(iii) to determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and

(iv) to identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments, as defined under section 1208;

(B) at the local educational agency's discretion, a description of any other indicators that will be used in addition to the academic indicators described in section 1111 for the uses described in such section;

(C) a description of how the local educational agency will provide additional educational assistance to individual students assessed as needing help in meeting the State's challenging student academic achievement standards;

(D) a description of the strategy the local educational agency will use to coordinate programs under this part with programs under title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents and other staff, including local educational agency level staff in accordance with sections 1118 and 1119;

(E) a description of how the local educational agency will coordinate and integrate services provided under this part with other educational services at the local educational agency or individual school level, such as —

(i) Even Start, Head Start, Reading First, Early Reading First, and other preschool programs, including plans for the transition of participants in such programs to local elementary school programs; and

(ii) services for children with limited English proficiency, children with disabilities, migratory children, neglected or delinquent youth, Indian children served under part A of title VII, homeless children, and immigrant children in order to increase program effectiveness,

eliminate duplication, and reduce fragmentation of the instructional program;

(F) an assurance that the local educational agency will participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994;

(G) a description of the poverty criteria that will be used to select school attendance areas under section 1113;

(H) a description of how teachers, in consultation with parents, administrators, and pupil services personnel, in targeted assistance schools under section 1115, will identify the eligible children most in need of services under this part;

(I) a general description of the nature of the programs to be conducted by such agency's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs;

(J) a description of how the local educational agency will ensure that migratory children and formerly migratory children who are eligible to receive services under this part are selected to receive such services on the same basis as other children who are selected to receive services under this part;

(K) if appropriate, a description of how the local educational agency will use funds under this part to support preschool programs for children, particularly children participating in Early Reading First, or in a Head Start or Even Start program, which services may be provided directly by the local educational agency or through a subcontract with the local Head Start agency designated by the Secretary of Health and Human Services under section 641 of the Head Start Act, or an agency operating an Even Start program, an Early Reading First program, or another comparable public early childhood development program;

(L) a description of the actions the local educational agency will take to assist its low-achieving schools identified under section 1116 as in need of improvement;

(M) a description of the actions the local educational agency will take to implement public school choice and supplemental services, consistent with the requirements of section 1116;

(N) a description of how the local educational agency will meet the requirements of section 1119;

(O) a description of the services the local educational agency will provide homeless children, including services provided with funds reserved under section 1113(c)(3)(A);

(P) a description of the strategy the local educational agency will use to implement effective parental involvement under section 1118; and

(Q) where appropriate, a description of how the local educational agency will use funds under this part to support after school (including before school and summer school) and school-year extension programs.

(2) EXCEPTION- The academic assessments and indicators described in subparagraphs (A) and (B) of paragraph (1) shall not be used —

(A) in lieu of the academic assessments required under section 1111(b)(3) and other State academic indicators under section 1111(b)(2); or

(B) to reduce the number of, or change which, schools would otherwise be subject to school improvement, corrective action, or restructuring under section 1116, if such additional assessments or indicators described in such subparagraphs were not used, but such assessments and indicators may be used to identify additional schools for school improvement or in need of corrective action or restructuring.

(c) ASSURANCES-

(1) IN GENERAL- Each local educational agency plan shall provide assurances that the local educational agency will —

(A) inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources;

- (B) provide technical assistance and support to schoolwide programs;
- (C) work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards;
- (D) fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b);
- (E) provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services;
- (F) take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part;
- (G) in the case of a local educational agency that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act;
- (H) work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119;
- (I) comply with the requirements of section 1119 regarding the qualifications of teachers and paraprofessionals and professional development;
- (J) inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under title IX and, if the State is an Ed-Flex Partnership State, to obtain waivers under the Education Flexibility Partnership Act of 1999;
- (K) coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school;
- (L) ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers;
- (M) use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the end of the 2001-2002 school year;
- (N) ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand; and
- (O) assist each school served by the agency and assisted under this part in developing or identifying examples of high-quality, effective curricula consistent with section 1111(b)(8)(D).

(2) SPECIAL RULE- In carrying out subparagraph (G) of paragraph (1), the Secretary

- (A) shall consult with the Secretary of Health and Human Services and shall establish procedures (taking into consideration existing State and local laws, and local teacher contracts) to assist local educational agencies to comply with such subparagraph; and

- (B) shall disseminate to local educational agencies the Head Start performance standards as in effect under section 641A(a) of the Head Start Act, and such agencies affected by such subparagraph shall plan for the implementation of such subparagraph (taking into consideration existing State and local laws, and local teacher contracts), including pursuing the availability of other Federal, State, and local funding sources to assist in compliance with such subparagraph.
- (3) INAPPLICABILITY- Paragraph (1)(G) of this subsection shall not apply to preschool programs using the Even Start model or to Even Start programs that are expanded through the use of funds under this part.
- (d) PLAN DEVELOPMENT AND DURATION-
- (1) CONSULTATION- Each local educational agency plan shall be developed in consultation with teachers, principals, administrators (including administrators of programs described in other parts of this title), and other appropriate school personnel, and with parents of children in schools served under this part.
- (2) DURATION- Each such plan shall be submitted for the first year for which this part is in effect following the date of enactment of the No Child Left Behind Act of 2001 and shall remain in effect for the duration of the agency's participation under this part.
- (3) REVIEW- Each local educational agency shall periodically review and, as necessary, revise its plan.
- (e) STATE APPROVAL-
- (1) IN GENERAL- Each local educational agency plan shall be filed according to a schedule established by the State educational agency.
- (2) APPROVAL- The State educational agency shall approve a local educational agency's plan only if the State educational agency determines that the local educational agency's plan —
- (A) enables schools served under this part to substantially help children served under this part meet the academic standards expected of all children described in section 1111(b)(1); and
- (B) meets the requirements of this section.
- (3) REVIEW- The State educational agency shall review the local educational agency's plan to determine if such agencies activities are in accordance with sections 1118 and 1119.
- (f) PROGRAM RESPONSIBILITY- The local educational agency plan shall reflect the shared responsibility of schools, teachers, and the local educational agency in making decisions regarding activities under sections 1114 and 1115.
- (g) PARENTAL NOTIFICATION-
- (1) IN GENERAL-
- (A) NOTICE- Each local educational agency using funds under this part to provide a language instruction educational program as determined in part C of title III shall, not later than 30 days after the beginning of the school year, inform a parent or parents of a limited English proficient child identified for participation or participating in, such a program of —
- (i) the reasons for the identification of their child as limited English proficient and in need of placement in a language instruction educational program;
- (ii) the child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement;
- (iii) the methods of instruction used in the program in which their child is, or will be participating, and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction;
- (iv) how the program in which their child is, or will be participating, will meet the educational strengths and needs of their child;
- (v) how such program will specifically help their child learn English, and meet age-appropriate academic achievement standards for grade promotion and graduation;
- (vi) the specific exit requirements for the program, including the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected

rate of graduation from secondary school for such program if funds under this part are used for children in secondary schools;
(vii) in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child;
(viii) information pertaining to parental rights that includes written guidance —

(I) detailing —

(aa) the right that parents have to have their child immediately removed from such program upon their request; and

(bb) the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; and

(II) assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the eligible entity.

(B) SEPARATE NOTIFICATION- In addition to providing the information required to be provided under paragraph (1), each eligible entity that is using funds provided under this part to provide a language instruction educational program, and that has failed to make progress on the annual measurable achievement objectives described in section 3122 for any fiscal year for which part A is in effect, shall separately inform a parent or the parents of a child identified for participation in such program, or participating in such program, of such failure not later than 30 days after such failure occurs.

(2) NOTICE- The notice and information provided in paragraph (1) to a parent or parents of a child identified for participation in a language instruction educational program for limited English proficient children shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

(3) SPECIAL RULE APPLICABLE DURING THE SCHOOL YEAR- For those children who have not been identified as limited English proficient prior to the beginning of the school year the local educational agency shall notify parents within the first 2 weeks of the child being placed in a language instruction educational program consistent with paragraphs (1) and (2).

(4) PARENTAL PARTICIPATION- Each local educational agency receiving funds under this part shall implement an effective means of outreach to parents of limited English proficient students to inform the parents regarding how the parents can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects, and meet challenging State academic achievement standards and State academic content standards expected of all students, including holding, and sending notice of opportunities for, regular meetings for the purpose of formulating and responding to recommendations from parents of students assisted under this part.

(5) BASIS FOR ADMISSION OR EXCLUSION- A student shall not be admitted to, or excluded from, any federally assisted education program on the basis of a surname or language-minority status.

SEC. 1113. ELIGIBLE SCHOOL ATTENDANCE AREAS.

(a) DETERMINATION-

(1) IN GENERAL- A local educational agency shall use funds received under this part only in eligible school attendance areas.

(2) ELIGIBLE SCHOOL ATTENDANCE AREAS- For the purposes of this part —

(A) the term school attendance area' means, in relation to a particular school, the geographical area in which the children who are normally served by that school reside; and

(B) the term eligible school attendance area' means a school attendance area in which the percentage of children from low-income families is at least as high

as the percentage of children from low-income families served by the local educational agency as a whole.

(3) RANKING ORDER- If funds allocated in accordance with subsection (c) are insufficient to serve all eligible school attendance areas, a local educational agency shall —

(A) annually rank, without regard to grade spans, such agency's eligible school attendance areas in which the concentration of children from low-income families exceeds 75 percent from highest to lowest according to the percentage of children from low-income families; and

(B) serve such eligible school attendance areas in rank order.

(4) REMAINING FUNDS- If funds remain after serving all eligible school attendance areas under paragraph (3), a local educational agency shall —

(A) annually rank such agency's remaining eligible school attendance areas from highest to lowest either by grade span or for the entire local educational agency according to the percentage of children from low-income families; and

(B) serve such eligible school attendance areas in rank order either within each grade-span grouping or within the local educational agency as a whole.

(5) MEASURES- The local educational agency shall use the same measure of poverty, which measure shall be the number of children ages 5 through 17 in poverty counted in the most recent census data approved by the Secretary, the number of children eligible for free and reduced priced lunches under the Richard B. Russell National School Lunch Act, the number of children in families receiving assistance under the State program funded under part A of title IV of the Social Security Act, or the number of children eligible to receive medical assistance under the Medicaid program, or a composite of such indicators, with respect to all school attendance areas in the local educational agency —

(A) to identify eligible school attendance areas;

(B) to determine the ranking of each area; and

(C) to determine allocations under subsection (c).

(6) EXCEPTION- This subsection shall not apply to a local educational agency with a total enrollment of less than 1,000 children.

(7) WAIVER FOR DESEGREGATION PLANS- The Secretary may approve a local educational agency's written request for a waiver of the requirements of subsections (a) and (c), and permit such agency to treat as eligible, and serve, any school that children attend with a State-ordered, court-ordered school desegregation plan or a plan that continues to be implemented in accordance with a State-ordered or court-ordered desegregation plan, if —

(A) the number of economically disadvantaged children enrolled in the school is at least 25 percent of the school's total enrollment; and

(B) the Secretary determines on the basis of a written request from such agency and in accordance with such criteria as the Secretary establishes, that approval of that request would further the purposes of this part.

(b) LOCAL EDUCATIONAL AGENCY DISCRETION-

(1) IN GENERAL- Notwithstanding subsection (a)(2), a local educational agency may —

(A) designate as eligible any school attendance area or school in which at least 35 percent of the children are from low-income families;

(B) use funds received under this part in a school that is not in an eligible school attendance area, if the percentage of children from low-income families enrolled in the school is equal to or greater than the percentage of such children in a participating school attendance area of such agency;

(C) designate and serve a school attendance area or school that is not eligible under this section, but that was eligible and that was served in the preceding fiscal year, but only for 1 additional fiscal year; and

(D) elect not to serve an eligible school attendance area or eligible school that has a higher percentage of children from low-income families if —

(i) the school meets the comparability requirements of section 1120A(c);

(ii) the school is receiving supplemental funds from other State or local sources that are spent according to the requirements of section 1114 or 1115; and

(iii) the funds expended from such other sources equal or exceed the amount that would be provided under this part.

(2) SPECIAL RULE- Notwithstanding paragraph (1)(D), the number of children attending private elementary schools and secondary schools who are to receive services, and the assistance such children are to receive under this part, shall be determined without regard to whether the public school attendance area in which such children reside is assisted under subparagraph (A).

(c) ALLOCATIONS-

(1) IN GENERAL- A local educational agency shall allocate funds received under this part to eligible school attendance areas or eligible schools, identified under subsections (a) and (b), in rank order, on the basis of the total number of children from low-income families in each area or school.

(2) SPECIAL RULE-

(A) IN GENERAL- Except as provided in subparagraph (B), the per-pupil amount of funds allocated to each school attendance area or school under paragraph (1) shall be at least 125 percent of the per-pupil amount of funds a local educational agency received for that year under the poverty criteria described by the local educational agency in the plan submitted under section 1112, except that this paragraph shall not apply to a local educational agency that only serves schools in which the percentage of such children is 35 percent or greater.

(B) EXCEPTION- A local educational agency may reduce the amount of funds allocated under subparagraph (A) for a school attendance area or school by the amount of any supplemental State and local funds expended in that school attendance area or school for programs that meet the requirements of section 1114 or 1115.

(3) RESERVATION- A local educational agency shall reserve such funds as are necessary under this part to provide services comparable to those provided to children in schools funded under this part to serve —

(A) homeless children who do not attend participating schools, including providing educationally related support services to children in shelters and other locations where children may live;

(B) children in local institutions for neglected children; and

(C) if appropriate, children in local institutions for delinquent children, and neglected or delinquent children in community day school programs.

(4) FINANCIAL INCENTIVES AND REWARDS RESERVATION- A local educational agency may reserve such funds as are necessary from those funds received by the local educational agency under title II, and not more than 5 percent of those funds received by the local educational agency under subpart 2, to provide financial incentives and rewards to teachers who serve in schools eligible under this section and identified for school improvement, corrective action, and restructuring under section 1116(b) for the purpose of attracting and retaining qualified and effective teachers.

SEC. 1114. SCHOOLWIDE PROGRAMS.

(a) USE OF FUNDS FOR SCHOOLWIDE PROGRAMS-

(1) IN GENERAL- A local educational agency may consolidate and use funds under this part, together with other Federal, State, and local funds, in order to upgrade the entire educational program of a school that serves an eligible school attendance area in which not less than 40 percent of the children are from low-income families, or not less than 40 percent of the children enrolled in the school are from such families.

(2) IDENTIFICATION OF STUDENTS NOT REQUIRED-

(A) IN GENERAL- No school participating in a schoolwide program shall be required —

(i) to identify particular children under this part as eligible to participate in a schoolwide program; or

(ii) to provide services to such children that are supplementary, as otherwise required by section 1120A(b).

(B) SUPPLEMENTAL FUNDS- A school participating in a schoolwide program shall use funds available to carry out this section only to supplement the amount of funds that would, in the absence of funds under this part, be made available from non-Federal sources for the school, including funds needed to provide services that are required by law for children with disabilities and children with limited English proficiency.

(3) EXEMPTION FROM STATUTORY AND REGULATORY REQUIREMENTS-

(A) EXEMPTION- Except as provided in subsection (b), the Secretary may, through publication of a notice in the Federal Register, exempt schoolwide programs under this section from statutory or regulatory provisions of any other noncompetitive formula grant program administered by the Secretary (other than formula or discretionary grant programs under the Individuals with Disabilities Education Act, except as provided in section 613(a)(2)(D) of such Act), or any discretionary grant program administered by the Secretary, to support schoolwide programs if the intent and purposes of such other programs are met.

(B) REQUIREMENTS- A school that chooses to use funds from such other programs shall not be relieved of the requirements relating to health, safety, civil rights, student and parental participation and involvement, services to private school children, maintenance of effort, comparability of services, uses of Federal funds to supplement, not supplant non-Federal funds, or the distribution of funds to State educational agencies or local educational agencies that apply to the receipt of funds from such programs.

(C) RECORDS- A school that consolidates and uses funds from different Federal programs under this section shall not be required to maintain separate fiscal accounting records, by program, that identify the specific activities supported by those particular funds as long as the school maintains records that demonstrate that the schoolwide program, considered as a whole, addresses the intent and purposes of each of the Federal programs that were consolidated to support the schoolwide program.

(4) PROFESSIONAL DEVELOPMENT- Each school receiving funds under this part for any fiscal year shall devote sufficient resources to effectively carry out the activities described in subsection (b)(1)(D) in accordance with section 1119 for such fiscal year, except that a school may enter into a consortium with another school to carry out such activities.

(b) COMPONENTS OF A SCHOOLWIDE PROGRAM-

(1) IN GENERAL- A schoolwide program shall include the following components:

(A) A comprehensive needs assessment of the entire school (including taking into account the needs of migratory children as defined in section 1309(2)) that is based on information which includes the achievement of children in relation to the State academic content standards and the State student academic achievement standards described in section 1111(b)(1).

(B) Schoolwide reform strategies that —

(i) provide opportunities for all children to meet the State's proficient and advanced levels of student academic achievement described in section 1111(b)(1)(D);

(ii) use effective methods and instructional strategies that are based on scientifically based research that —

(I) strengthen the core academic program in the school;

(II) increase the amount and quality of learning time, such as providing an extended school year and before- and after-school and summer programs and opportunities, and help provide an enriched and accelerated curriculum; and

(III) include strategies for meeting the educational needs of historically underserved populations;

(iii)(I) include strategies to address the needs of all children in the school, but particularly the needs of low-achieving children and those at risk of not meeting the State student academic achievement standards who are members of the target population of any program that is included in the schoolwide program, which may include —

(aa) counseling, pupil services, and mentoring services;

(bb) college and career awareness and preparation, such as college and career guidance, personal finance education, and innovative teaching methods, which may include applied learning and team-teaching strategies; and

(cc) the integration of vocational and technical education programs; and

- (II) address how the school will determine if such needs have been met; and
 - (iv) are consistent with, and are designed to implement, the State and local improvement plans, if any.
 - (C) Instruction by highly qualified teachers.
 - (D) In accordance with section 1119 and subsection (a)(4), high-quality and ongoing professional development for teachers, principals, and paraprofessionals and, if appropriate, pupil services personnel, parents, and other staff to enable all children in the school to meet the State's student academic achievement standards.
 - (E) Strategies to attract high-quality highly qualified teachers to high-need schools.
 - (F) Strategies to increase parental involvement in accordance with section 1118, such as family literary services.
 - (G) Plans for assisting preschool children in the transition from early childhood programs, such as Head Start, Even Start, Early Reading First, or a State-run preschool program, to local elementary school programs.
 - (H) Measures to include teachers in the decisions regarding the use of academic assessments described in section 1111(b)(3) in order to provide information on, and to improve, the achievement of individual students and the overall instructional program.
 - (I) Activities to ensure that students who experience difficulty mastering the proficient or advanced levels of academic achievement standards required by section 1111(b)(1) shall be provided with effective, timely additional assistance which shall include measures to ensure that students' difficulties are identified on a timely basis and to provide sufficient information on which to base effective assistance.
 - (J) Coordination and integration of Federal, State, and local services and programs, including programs supported under this Act, violence prevention programs, nutrition programs, housing programs, Head Start, adult education, vocational and technical education, and job training.
- (2) PLAN-
- (A) IN GENERAL- Any eligible school that desires to operate a schoolwide program shall first develop (or amend a plan for such a program that was in existence on the day before the date of enactment of the No Child Left Behind Act of 2001), in consultation with the local educational agency and its school support team or other technical assistance provider under section 1117, a comprehensive plan for reforming the total instructional program in the school that —
 - (i) describes how the school will implement the components described in paragraph (1);
 - (ii) describes how the school will use resources under this part and from other sources to implement those components;
 - (iii) includes a list of State educational agency and local educational agency programs and other Federal programs under subsection (a)(3) that will be consolidated in the schoolwide program; and
 - (iv) describes how the school will provide individual student academic assessment results in a language the parents can understand, including an interpretation of those results, to the parents of a child who participates in the academic assessments required by section 1111(b)(3).
 - (B) PLAN DEVELOPMENT- The comprehensive plan shall be —
 - (i) developed during a one-year period, unless —
 - (I) the local educational agency, after considering the recommendation of the technical assistance providers under section 1117, determines that less time is needed to develop and implement the schoolwide program; or
 - (II) the school is operating a schoolwide program on the day preceding the date of enactment of the No Child Left Behind Act of 2001, in which case such school may continue to operate such program, but shall develop amendments to its

existing plan during the first year of assistance after that date to reflect the provisions of this section;

(ii) developed with the involvement of parents and other members of the community to be served and individuals who will carry out such plan, including teachers, principals, and administrators (including administrators of programs described in other parts of this title), and, if appropriate, pupil services personnel, technical assistance providers, school staff, and, if the plan relates to a secondary school, students from such school;

(iii) in effect for the duration of the school's participation under this part and reviewed and revised, as necessary, by the school;

(iv) available to the local educational agency, parents, and the public, and the information contained in such plan shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand; and

(v) if appropriate, developed in coordination with programs under Reading First, Early Reading First, Even Start, Carl D. Perkins Vocational and Technical Education Act of 1998, and the Head Start Act.

(c) PREKINDERGARTEN PROGRAM- A school that is eligible for a schoolwide program under this section may use funds made available under this part to establish or enhance prekindergarten programs for children below the age of 6, such as Even Start programs or Early Reading First programs.

SEC. 1115. TARGETED ASSISTANCE SCHOOLS.

(a) IN GENERAL- In all schools selected to receive funds under section 1113(c) that are ineligible for a schoolwide program under section 1114, or that choose not to operate such a schoolwide program, a local educational agency serving such school may use funds received under this part only for programs that provide services to eligible children under subsection (b) identified as having the greatest need for special assistance.

(b) ELIGIBLE CHILDREN-

(1) ELIGIBLE POPULATION-

(A) IN GENERAL- The eligible population for services under this section is —

(i) children not older than age 21 who are entitled to a free public education through grade 12; and

(ii) children who are not yet at a grade level at which the local educational agency provides a free public education.

(B) ELIGIBLE CHILDREN FROM ELIGIBLE POPULATION- From the population described in subparagraph (A), eligible children are children identified by the school as failing, or most at risk of failing, to meet the State's challenging student academic achievement standards on the basis of multiple, educationally related, objective criteria established by the local educational agency and supplemented by the school, except that children from preschool through grade 2 shall be selected solely on the basis of such criteria as teacher judgment, interviews with parents, and developmentally appropriate measures.

(2) CHILDREN INCLUDED-

(A) IN GENERAL- Children who are economically disadvantaged, children with disabilities, migrant children or limited English proficient children, are eligible for services under this part on the same basis as other children selected to receive services under this part.

(B) HEAD START, EVEN START, OR EARLY READING FIRST CHILDREN- A child who, at any time in the 2 years preceding the year for which the determination is made, participated in a Head Start, Even Start, or Early Reading First program, or in preschool services under this title, is eligible for services under this part.

(C) PART C CHILDREN- A child who, at any time in the 2 years preceding the year for which the determination is made, received services under part C is eligible for services under this part.

- (D) NEGLECTED OR DELINQUENT CHILDREN- A child in a local institution for neglected or delinquent children and youth or attending a community day program for such children is eligible for services under this part.
- (E) HOMELESS CHILDREN- A child who is homeless and attending any school served by the local educational agency is eligible for services under this part.
- (3) SPECIAL RULE- Funds received under this part may not be used to provide services that are otherwise required by law to be made available to children described in paragraph (2) but may be used to coordinate or supplement such services.
- (c) COMPONENTS OF A TARGETED ASSISTANCE SCHOOL PROGRAM-
 - (1) IN GENERAL- To assist targeted assistance schools and local educational agencies to meet their responsibility to provide for all their students served under this part the opportunity to meet the State's challenging student academic achievement standards in subjects as determined by the State, each targeted assistance program under this section shall —
 - (A) use such program's resources under this part to help participating children meet such State's challenging student academic achievement standards expected for all children;
 - (B) ensure that planning for students served under this part is incorporated into existing school planning;
 - (C) use effective methods and instructional strategies that are based on scientifically based research that strengthens the core academic program of the school and that —
 - (i) give primary consideration to providing extended learning time, such as an extended school year, before- and after-school, and summer programs and opportunities;
 - (ii) help provide an accelerated, high-quality curriculum, including applied learning; and
 - (iii) minimize removing children from the regular classroom during regular school hours for instruction provided under this part;
 - (D) coordinate with and support the regular education program, which may include services to assist preschool children in the transition from early childhood programs such as Head Start, Even Start, Early Reading First or State-run preschool programs to elementary school programs;
 - (E) provide instruction by highly qualified teachers;
 - (F) in accordance with subsection (e)(3) and section 1119, provide opportunities for professional development with resources provided under this part, and, to the extent practicable, from other sources, for teachers, principals, and paraprofessionals, including, if appropriate, pupil services personnel, parents, and other staff, who work with participating children in programs under this section or in the regular education program;
 - (G) provide strategies to increase parental involvement in accordance with section 1118, such as family literacy services; and
 - (H) coordinate and integrate Federal, State, and local services and programs, including programs supported under this Act, violence prevention programs, nutrition programs, housing programs, Head Start, adult education, vocational and technical education, and job training.
 - (2) REQUIREMENTS- Each school conducting a program under this section shall assist participating children selected in accordance with subsection (b) to meet the State's proficient and advanced levels of achievement by--
 - (A) the coordinating of resources provided under this part with other resources; and
 - (B) reviewing, on an ongoing basis, the progress of participating children and revising the targeted assistance program, if necessary, to provide additional assistance to enable such children to meet the State's challenging student academic achievement standards, such as an extended school year, before- and after-school, and summer programs and opportunities, training for teachers regarding how to identify students who need additional assistance, and training for teachers regarding how to implement student academic achievement standards in the classroom.
- (d) INTEGRATION OF PROFESSIONAL DEVELOPMENT- To promote the integration of staff supported with funds under this part into the regular school program and overall school

planning and improvement efforts, public school personnel who are paid with funds received under this part may —

- (1) participate in general professional development and school planning activities; and
- (2) assume limited duties that are assigned to similar personnel who are not so paid, including duties beyond classroom instruction or that do not benefit participating children, so long as the amount of time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

(e) SPECIAL RULES-

(1) SIMULTANEOUS SERVICE- Nothing in this section shall be construed to prohibit a school from serving students under this section simultaneously with students with similar educational needs, in the same educational settings where appropriate.

(2) COMPREHENSIVE SERVICES- If--

(A) health, nutrition, and other social services are not otherwise available to eligible children in a targeted assistance school and such school, if appropriate, has engaged in a comprehensive needs assessment and established a collaborative partnership with local service providers; and

(B) funds are not reasonably available from other public or private sources to provide such services, then a portion of the funds provided under this part may be used as a last resort to provide such services, including--

(i) the provision of basic medical equipment, such as eyeglasses and hearing aids;

(ii) compensation of a coordinator; and

(iii) professional development necessary to assist teachers, pupil services personnel, other staff, and parents in identifying and meeting the comprehensive needs of eligible children.

(3) PROFESSIONAL DEVELOPMENT- Each school receiving funds under this part for any fiscal year shall devote sufficient resources to carry out effectively the professional development activities described in subparagraph (F) of subsection (c)(1) in accordance with section 1119 for such fiscal year, and a school may enter into a consortium with another school to carry out such activities.

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SEC. 1116. ACADEMIC ASSESSMENT AND LOCAL EDUCATIONAL AGENCY AND SCHOOL IMPROVEMENT.

(a) LOCAL REVIEW-

(1) IN GENERAL- Each local educational agency receiving funds under this part shall —

(A) use the State academic assessments and other indicators described in the State plan to review annually the progress of each school served under this part to determine whether the school is making adequate yearly progress as defined in section 1111(b)(2);

(B) at the local educational agency's discretion, use any academic assessments or any other academic indicators described in the local educational agency's plan under section 1112(b)(1)(A) and (B) to review annually the progress of each school served under this part to determine whether the school is making adequate yearly progress as defined in section 1111(b)(2), except that the local educational agency may not use such indicators (other than as provided for in section 1111(b)(2)(I)) if the indicators reduce the number or change the schools that would otherwise be subject to school improvement, corrective action, or restructuring under section 1116 if such additional indicators were not used, but may identify additional schools for school improvement or in need of corrective action or restructuring;

(C) publicize and disseminate the results of the local annual review described in paragraph (1) to parents, teachers, principals, schools, and the community so that the teachers, principals, other staff, and schools can continually refine, in an instructionally useful manner, the program of instruction to help all children served under this part meet the challenging State student academic achievement standards established under section 1111(b)(1); and

(D) review the effectiveness of the actions and activities the schools are carrying out under this part with respect to parental involvement, professional development, and other activities assisted under this part.

- (2) AVAILABLE RESULTS- The State educational agency shall ensure that the results of State academic assessments administered in that school year are available to the local educational agency before the beginning of the next school year.
- (b) SCHOOL IMPROVEMENT-
- (1) GENERAL REQUIREMENTS-
- (A) IDENTIFICATION- Subject to subparagraph (C), a local educational agency shall identify for school improvement any elementary school or secondary school served under this part that fails, for 2 consecutive years, to make adequate yearly progress as defined in the State's plan under section 1111(b)(2).
- (B) DEADLINE- The identification described in subparagraph (A) shall take place before the beginning of the school year following such failure to make adequate yearly progress.
- (C) APPLICATION- Subparagraph (A) shall not apply to a school if almost every student in each group specified in section 1111(b)(2)(C)(v) enrolled in such school is meeting or exceeding the State's proficient level of academic achievement.
- (D) TARGETED ASSISTANCE SCHOOLS- To determine if an elementary school or a secondary school that is conducting a targeted assistance program under section 1115 should be identified for school improvement, corrective action, or restructuring under this section, a local educational agency may choose to review the progress of only the students in the school who are served, or are eligible for services, under this part.
- (E) PUBLIC SCHOOL CHOICE-
- (i) IN GENERAL- In the case of a school identified for school improvement under this paragraph, the local educational agency shall, not later than the first day of the school year following such identification, provide all students enrolled in the school with the option to transfer to another public school served by the local educational agency, which may include a public charter school, that has not been identified for school improvement under this paragraph, unless such an option is prohibited by State law.
- (ii) RULE- In providing students the option to transfer to another public school, the local educational agency shall give priority to the lowest achieving children from low-income families, as determined by the local educational agency for purposes of allocating funds to schools under section 1113(c)(1).
- (F) TRANSFER- Students who use the option to transfer under subparagraph (E) and paragraph (5)(A), (7)(C)(i), or (8)(A)(i) or subsection (c)(10)(C)(vii) shall be enrolled in classes and other activities in the public school to which the students transfer in the same manner as all other children at the public school.
- (2) OPPORTUNITY TO REVIEW AND PRESENT EVIDENCE; TIME LIMIT-
- (A) IDENTIFICATION- Before identifying an elementary school or a secondary school for school improvement under paragraphs (1) or (5)(A), for corrective action under paragraph (7), or for restructuring under paragraph (8), the local educational agency shall provide the school with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based.
- (B) EVIDENCE- If the principal of a school proposed for identification under paragraph (1), (5)(A), (7), or (8) believes, or a majority of the parents of the students enrolled in such school believe, that the proposed identification is in error for statistical or other substantive reasons, the principal may provide supporting evidence to the local educational agency, which shall consider that evidence before making a final determination.
- (C) FINAL DETERMINATION- Not later than 30 days after a local educational agency provides the school with the opportunity to review such school-level data, the local educational agency shall make public a final determination on the status of the school with respect to the identification.
- (3) SCHOOL PLAN-
- (A) REVISED PLAN- After the resolution of a review under paragraph (2), each school identified under paragraph (1) for school improvement shall, not later

than 3 months after being so identified, develop or revise a school plan, in consultation with parents, school staff, the local educational agency serving the school, and outside experts, for approval by such local educational agency. The school plan shall cover a 2-year period and —

(i) incorporate strategies based on scientifically based research that will strengthen the core academic subjects in the school and address the specific academic issues that caused the school to be identified for school improvement, and may include a strategy for the implementation of a comprehensive school reform model that includes each of the components described in part F;

(ii) adopt policies and practices concerning the school's core academic subjects that have the greatest likelihood of ensuring that all groups of students specified in section 1111(b)(2)(C)(v) and enrolled in the school will meet the State's proficient level of achievement on the State academic assessment described in section 1111(b)(3) not later than 12 years after the end of the 2001-2002 school year;

(iii) provide an assurance that the school will spend not less than 10 percent of the funds made available to the school under section 1113 for each fiscal year that the school is in school improvement status, for the purpose of providing to the school's teachers and principal high-quality professional development that —

(I) directly addresses the academic achievement problem that caused the school to be identified for school improvement;

(II) meets the requirements for professional development activities under section 1119; and

(III) is provided in a manner that affords increased opportunity for participating in that professional development;

(iv) specify how the funds described in clause (iii) will be used to remove the school from school improvement status;

(v) establish specific annual, measurable objectives for continuous and substantial progress by each group of students specified in section 1111(b)(2)(C)(v) and enrolled in the school that will ensure that all such groups of students will, in accordance with adequate yearly progress as defined in section 1111(b)(2), meet the State's proficient level of achievement on the State academic assessment described in section 1111(b)(3) not later than 12 years after the end of the 2001-2002 school year;

(vi) describe how the school will provide written notice about the identification to parents of each student enrolled in such school, in a format and, to the extent practicable, in a language that the parents can understand;

(vii) specify the responsibilities of the school, the local educational agency, and the State educational agency serving the school under the plan, including the technical assistance to be provided by the local educational agency under paragraph (4) and the local educational agency's responsibilities under section 1120A;

(viii) include strategies to promote effective parental involvement in the school;

(ix) incorporate, as appropriate, activities before school, after school, during the summer, and during any extension of the school year; and

(x) incorporate a teacher mentoring program.

(B) **CONDITIONAL APPROVAL-** The local educational agency may condition approval of a school plan under this paragraph on —

(i) inclusion of one or more of the corrective actions specified in paragraph (7)(C)(iv); or

(ii) feedback on the school improvement plan from parents and community leaders.

(C) **PLAN IMPLEMENTATION-** Except as provided in subparagraph (D), a school shall implement the school plan (including a revised plan) expeditiously, but not later than the beginning of the next full school year following the identification under paragraph (1).

(D) PLAN APPROVED DURING SCHOOL YEAR- Notwithstanding subparagraph (C), if a plan is not approved prior to the beginning of a school year, such plan shall be implemented immediately upon approval.

(E) LOCAL EDUCATIONAL AGENCY APPROVAL- The local educational agency, within 45 days of receiving a school plan, shall —

(i) establish a peer review process to assist with review of the school plan; and

(ii) promptly review the school plan, work with the school as necessary, and approve the school plan if the plan meets the requirements of this paragraph.

(4) TECHNICAL ASSISTANCE-

(A) IN GENERAL- For each school identified for school improvement under paragraph (1), the local educational agency serving the school shall ensure the provision of technical assistance as the school develops and implements the school plan under paragraph (3) throughout the plan's duration.

(B) SPECIFIC ASSISTANCE- Such technical assistance —

(i) shall include assistance in analyzing data from the assessments required under section 1111(b)(3), and other examples of student work, to identify and address problems in instruction, and problems if any, in implementing the parental involvement requirements described in section 1118, the professional development requirements described in section 1119, and the responsibilities of the school and local educational agency under the school plan, and to identify and address solutions to such problems;

(ii) shall include assistance in identifying and implementing professional development, instructional strategies, and methods of instruction that are based on scientifically based research and that have proven effective in addressing the specific instructional issues that caused the school to be identified for school improvement;

(iii) shall include assistance in analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student academic achievement and to remove the school from school improvement status; and

(iv) may be provided —

(I) by the local educational agency, through mechanisms authorized under section 1117; or

(II) by the State educational agency, an institution of higher education (that is in full compliance with all the reporting provisions of title II of the Higher Education Act of 1965), a private not-for-profit organization or for-profit organization, an educational service agency, or another entity with experience in helping schools improve academic achievement.

(C) SCIENTIFICALLY BASED RESEARCH- Technical assistance provided under this section by a local educational agency or an entity approved by that agency shall be based on scientifically based research.

(5) FAILURE TO MAKE ADEQUATE YEARLY PROGRESS AFTER IDENTIFICATION- In the case of any school served under this part that fails to make adequate yearly progress, as set out in the State's plan under section 1111(b)(2), by the end of the first full school year after identification under paragraph (1), the local educational agency serving such school —

(A) shall continue to provide all students enrolled in the school with the option to transfer to another public school served by the local educational agency in accordance with subparagraphs (E) and (F);

(B) shall make supplemental educational services available consistent with subsection (e)(1); and

(C) shall continue to provide technical assistance.

(6) NOTICE TO PARENTS- A local educational agency shall promptly provide to a parent or parents (in an understandable and uniform format and, to the extent practicable, in a language the parents can understand) of each student enrolled in an elementary school or a secondary school identified for school improvement under paragraph (1), for corrective action under paragraph (7), or for restructuring under paragraph (8) —

- (A) an explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary schools or secondary schools served by the local educational agency and the State educational agency involved;
- (B) the reasons for the identification;
- (C) an explanation of what the school identified for school improvement is doing to address the problem of low achievement;
- (D) an explanation of what the local educational agency or State educational agency is doing to help the school address the achievement problem;
- (E) an explanation of how the parents can become involved in addressing the academic issues that caused the school to be identified for school improvement; and
- (F) an explanation of the parents' option to transfer their child to another public school under paragraphs (1)(E), (5)(A), (7)(C)(i), (8)(A)(i), and subsection (c)(10)(C)(vii) (with transportation provided by the agency when required by paragraph (9)) or to obtain supplemental educational services for the child, in accordance with subsection (e).

(7) CORRECTIVE ACTION-

(A) IN GENERAL- In this subsection, the term corrective action' means action, consistent with State law, that —

(i) substantially and directly responds to —

- (I) the consistent academic failure of a school that caused the local educational agency to take such action; and
- (II) any underlying staffing, curriculum, or other problems in the school; and

(ii) is designed to increase substantially the likelihood that each group of students described in 1111(b)(2)(C) enrolled in the school identified for corrective action will meet or exceed the State's proficient levels of achievement on the State academic assessments described in section 1111(b)(3).

(B) SYSTEM- In order to help students served under this part meet challenging State student academic achievement standards, each local educational agency shall implement a system of corrective action in accordance with subparagraphs (C) through (E).

(C) ROLE OF LOCAL EDUCATIONAL AGENCY- In the case of any school served by a local educational agency under this part that fails to make adequate yearly progress, as defined by the State under section 1111(b)(2), by the end of the second full school year after the identification under paragraph (1), the local educational agency shall —

- (i) continue to provide all students enrolled in the school with the option to transfer to another public school served by the local educational agency, in accordance with paragraph (1)(E) and (F);
- (ii) continue to provide technical assistance consistent with paragraph (4) while instituting any corrective action under clause (iv);
- (iii) continue to make supplemental educational services available, in accordance with subsection (e), to children who remain in the school; and
- (iv) identify the school for corrective action and take at least one of the following corrective actions:

(I) Replace the school staff who are relevant to the failure to make adequate yearly progress.

(II) Institute and fully implement a new curriculum, including providing appropriate professional development for all relevant staff, that is based on scientifically based research and offers substantial promise of improving educational achievement for low-achieving students and enabling the school to make adequate yearly progress.

(III) Significantly decrease management authority at the school level.

(IV) Appoint an outside expert to advise the school on its progress toward making adequate yearly progress, based on its school plan under paragraph (3).

(V) Extend the school year or school day for the school.

(VI) Restructure the internal organizational structure of the school.

(D) DELAY– Notwithstanding any other provision of this paragraph, the local educational agency may delay, for a period not to exceed 1 year, implementation of the requirements under paragraph (5), corrective action under this paragraph, or restructuring under paragraph (8) if the school makes adequate yearly progress for 1 year or if its failure to make adequate yearly progress is due to exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the local educational agency or school. No such period shall be taken into account in determining the number of consecutive years of failure to make adequate yearly progress.

(E) PUBLICATION AND DISSEMINATION– The local educational agency shall publish and disseminate information regarding any corrective action the local educational agency takes under this paragraph at a school—

(i) to the public and to the parents of each student enrolled in the school subject to corrective action;

(ii) in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand; and

(iii) through such means as the Internet, the media, and public agencies.

(8) RESTRUCTURING–

(A) FAILURE TO MAKE ADEQUATE YEARLY PROGRESS– If, after 1 full school year of corrective action under paragraph (7), a school subject to such corrective action continues to fail to make adequate yearly progress, then the local educational agency shall—

(i) continue to provide all students enrolled in the school with the option to transfer to another public school served by the local educational agency, in accordance with paragraph (1)(E) and (F);

(ii) continue to make supplemental educational services available, in accordance with subsection (e), to children who remain in the school; and

(iii) prepare a plan and make necessary arrangements to carry out subparagraph (B).

(B) ALTERNATIVE GOVERNANCE–Not later than the beginning of the school year following the year in which the local educational agency implements subparagraph (A), the local educational agency shall implement one of the following alternative governance arrangements for the school consistent with State law:

(i) Reopening the school as a public charter school.

(ii) Replacing all or most of the school staff (which may include the principal) who are relevant to the failure to make adequate yearly progress.

(iii) Entering into a contract with an entity, such as a private management company, with a demonstrated record of effectiveness, to operate the public school.

(iv) Turning the operation of the school over to the State educational agency, if permitted under State law and agreed to by the State.

(v) Any other major restructuring of the school's governance arrangement that makes fundamental reforms, such as significant changes in the school's staffing and governance, to improve student academic achievement in the school and that has substantial promise of enabling the school to make adequate yearly progress as defined in the State plan under section 1111(b)(2). In the case of a rural local educational agency with a total of less than 600 students in average daily attendance at the schools that are served by the agency and all of whose schools have a School Locale Code of 7 or 8, as determined by the Secretary, the Secretary shall, at such agency's request, provide technical assistance to such agency for the purpose of implementing this clause.

(C) PROMPT NOTICE- The local educational agency shall—

- (i) provide prompt notice to teachers and parents whenever subparagraph (A) or (B) applies; and
- (ii) provide the teachers and parents with an adequate opportunity to—

- (I) comment before taking any action under those subparagraphs; and

- (II) participate in developing any plan under subparagraph (A)(iii).

(9) TRANSPORTATION- In any case described in paragraph (1)(E) for schools described in paragraphs (1)(A), (5), (7)(C)(i), and (8)(A), and subsection (c)(10)(C)(vii), the local educational agency shall provide, or shall pay for the provision of, transportation for the student to the public school the student attends.

(10) FUNDS FOR TRANSPORTATION AND SUPPLEMENTAL EDUCATIONAL SERVICES-

(A) IN GENERAL- Unless a lesser amount is needed to comply with paragraph (9) and to satisfy all requests for supplemental educational services under subsection (e), a local educational agency shall spend an amount equal to 20 percent of its allocation under subpart 2, from which the agency shall spend—

- (i) an amount equal to 5 percent of its allocation under subpart 2 to provide, or pay for, transportation under paragraph (9);

- (ii) an amount equal to 5 percent of its allocation under subpart 2 to provide supplemental educational services under subsection (e); and

- (iii) an amount equal to the remaining 10 percent of its allocation under subpart 2 for transportation under paragraph (9), supplemental educational services under subsection (e), or both, as the agency determines.

(B) TOTAL AMOUNT- The total amount described in subparagraph (A)(ii) is the maximum amount the local educational agency shall be required to spend under this part on supplemental educational services described in subsection (e).

(C) INSUFFICIENT FUNDS- If the amount of funds described in subparagraph (A)(ii) or (iii) and available to provide services under this subsection is insufficient to provide supplemental educational services to each child whose parents request the services, the local educational agency shall give priority to providing the services to the lowest-achieving children.

(D) PROHIBITION- A local educational agency shall not, as a result of the application of this paragraph, reduce by more than 15 percent the total amount made available under section 1113(c) to a school described in paragraph (7)(C) or (8)(A) of subsection (b).

(11) COOPERATIVE AGREEMENT- In any case described in paragraph (1)(E), (5)(A), (7)(C)(i), or (8)(A)(i), or subsection (c)(10)(C)(vii) if all public schools served by the local educational agency to which a child may transfer are identified for school improvement, corrective action or restructuring, the agency shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for a transfer.

(12) DURATION- If any school identified for school improvement, corrective action, or restructuring makes adequate yearly progress for two consecutive school years, the local educational agency shall no longer subject the school to the requirements of school improvement, corrective action, or restructuring or identify the school for school improvement for the succeeding school year.

(13) SPECIAL RULE- A local educational agency shall permit a child who transferred to another school under this subsection to remain in that school until the child has completed the highest grade in that school. The obligation of the local educational agency to provide, or to provide for, transportation for the child ends at the end of a school year if the local educational agency determines that the school from which the child transferred is no longer identified for school improvement or subject to corrective action or restructuring.

(14) STATE EDUCATIONAL AGENCY RESPONSIBILITIES- The State educational agency shall—

- (A) make technical assistance under section 1117 available to schools identified for school improvement, corrective action, or restructuring under this subsection consistent with section 1117(a)(2);

- (B) if the State educational agency determines that a local educational agency failed to carry out its responsibilities under this subsection, take such corrective actions as the State educational agency determines to be appropriate and in compliance with State law;
 - (C) ensure that academic assessment results under this part are provided to schools before any identification of a school may take place under this subsection; and
 - (D) for local educational agencies or schools identified for improvement under this subsection, notify the Secretary of major factors that were brought to the attention of the State educational agency under section 1111(b)(9) that have significantly affected student academic achievement.
- (c) STATE REVIEW AND LOCAL EDUCATIONAL AGENCY IMPROVEMENT-
 - (1) IN GENERAL- A State shall--
 - (A) annually review the progress of each local educational agency receiving funds under this part to determine whether schools receiving assistance under this part are making adequate yearly progress as defined in section 1111(b)(2) toward meeting the State's student academic achievement standards and to determine if each local educational agency is carrying out its responsibilities under this section and sections 1117, 1118, and 1119; and
 - (B) publicize and disseminate to local educational agencies, teachers and other staff, parents, students, and the community the results of the State review, including statistically sound disaggregated results, as required by section 1111(b)(2).
 - (2) REWARDS- In the case of a local educational agency that, for 2 consecutive years, has exceeded adequate yearly progress as defined in the State plan under section 1111(b)(2), the State may make rewards of the kinds described under section 1117 to the agency.
 - (3) IDENTIFICATION OF LOCAL EDUCATIONAL AGENCY FOR IMPROVEMENT- A State shall identify for improvement any local educational agency that, for 2 consecutive years, including the period immediately prior to the date of enactment of the No Child Left Behind Act of 2001, failed to make adequate yearly progress as defined in the State's plan under section 1111(b)(2).
 - (4) TARGETED ASSISTANCE SCHOOLS- When reviewing targeted assistance schools served by a local educational agency, a State educational agency may choose to review the progress of only the students in such schools who are served, or are eligible for services, under this part.
 - (5) OPPORTUNITY TO REVIEW AND PRESENT EVIDENCE-
 - (A) REVIEW- Before identifying a local educational agency for improvement under paragraph (3) or corrective action under paragraph (10), a State educational agency shall provide the local educational agency with an opportunity to review the data, including academic assessment data, on which the proposed identification is based.
 - (B) EVIDENCE- If the local educational agency believes that the proposed identification is in error for statistical or other substantive reasons, the agency may provide supporting evidence to the State educational agency, which shall consider the evidence before making a final determination not later than 30 days after the State educational agency provides the local educational agency with the opportunity to review such data under subparagraph (A).
 - (6) NOTIFICATION TO PARENTS-The State educational agency shall promptly provide to the parents (in a format and, to the extent practicable, in a language the parents can understand) of each student enrolled in a school served by a local educational agency identified for improvement, the results of the review under paragraph (1) and, if the agency is identified for improvement, the reasons for that identification and how parents can participate in upgrading the quality of the local educational agency.
 - (7) LOCAL EDUCATIONAL AGENCY REVISIONS-
 - (A) PLAN- Each local educational agency identified under paragraph (3) shall, not later than 3 months after being so identified, develop or revise a local educational agency plan, in consultation with parents, school staff, and others. Such plan shall—
 - (i) incorporate scientifically based research strategies that strengthen the core academic program in schools served by the local educational agency;

- (ii) identify actions that have the greatest likelihood of improving the achievement of participating children in meeting the State's student academic achievement standards;
- (iii) address the professional development needs of the instructional staff serving the agency by committing to spend not less than 10 percent of the funds received by the local educational agency under subpart 2 for each fiscal year in which the agency is identified for improvement for professional development (including funds reserved for professional development under subsection (b)(3)(A)(iii)), but excluding funds reserved for professional development under section 1119;
- (iv) include specific measurable achievement goals and targets for each of the groups of students identified in the disaggregated data pursuant to section 1111(b)(2)(C)(v), consistent with adequate yearly progress as defined under section 1111(b)(2);
- (v) address the fundamental teaching and learning needs in the schools of that agency, and the specific academic problems of low-achieving students, including a determination of why the local educational agency's prior plan failed to bring about increased student academic achievement;
- (vi) incorporate, as appropriate, activities before school, after school, during the summer, and during an extension of the school year;
- (vii) specify the responsibilities of the State educational agency and the local educational agency under the plan, including specifying the technical assistance to be provided by the State educational agency under paragraph (9) and the local educational agency's responsibilities under section 1120A; and
- (viii) include strategies to promote effective parental involvement in the school.

(B) IMPLEMENTATION—The local educational agency shall implement the plan (including a revised plan) expeditiously, but not later than the beginning of the next school year after the school year in which the agency was identified for improvement.

(9) STATE EDUCATIONAL AGENCY RESPONSIBILITY—

(A) TECHNICAL OR OTHER ASSISTANCE— For each local educational agency identified under paragraph (3), the State educational agency shall provide technical or other assistance if requested, as authorized under section 1117, to better enable the local educational agency to—

- (i) develop and implement the local educational agency's plan; and
- (ii) work with schools needing improvement.

(B) METHODS AND STRATEGIES—Technical assistance provided under this section by the State educational agency or an entity authorized by such agency shall be supported by effective methods and instructional strategies based on scientifically based research. Such technical assistance shall address problems, if any, in implementing the parental involvement activities described in section 1118 and the professional development activities described in section 1119.

(10) CORRECTIVE ACTION— In order to help students served under this part meet challenging State student academic achievement standards, each State shall implement a system of corrective action in accordance with the following:

(A) DEFINITION— As used in this paragraph, the term 'corrective action' means action, consistent with State law, that—

- (i) substantially and directly responds to the consistent academic failure that caused the State to take such action and to any underlying staffing, curricular, or other problems in the agency; and
- (ii) is designed to meet the goal of having all students served under this part achieve at the proficient and advanced student academic achievement levels.

(B) GENERAL REQUIREMENTS— After providing technical assistance under paragraph (9) and subject to subparagraph (E), the State—

- (i) may take corrective action at any time with respect to a local educational agency that has been identified under paragraph (3);

(ii) shall take corrective action with respect to any local educational agency that fails to make adequate yearly progress, as defined by the State, by the end of the second full school year after the identification of the agency under paragraph (3); and

(iii) shall continue to provide technical assistance while instituting any corrective action under clause (i) or (ii).

(C) CERTAIN CORRECTIVE ACTIONS REQUIRED– In the case of a local educational agency identified for corrective action, the State educational agency shall take at least one of the following corrective actions:

(i) Deferring programmatic funds or reducing administrative funds.

(ii) Instituting and fully implementing a new curriculum that is based on State and local academic content and achievement standards, including providing appropriate professional development based on scientifically based research for all relevant staff, that offers substantial promise of improving educational achievement for low-achieving students.

(iii) Replacing the local educational agency personnel who are relevant to the failure to make adequate yearly progress.

(iv) Removing particular schools from the jurisdiction of the local educational agency and establishing alternative arrangements for public governance and supervision of such schools.

(v) Appointing, through the State educational agency, a receiver or trustee to administer the affairs of the local educational agency in place of the superintendent and school board.

(vi) Abolishing or restructuring the local educational agency.

(vii) Authorizing students to transfer from a school operated by the local educational agency to a higher-performing public school operated by another local educational agency in accordance with subsections (b)(1)(E) and (F), and providing to such students transportation (or the costs of transportation) to such schools consistent with subsection (b)(9), in conjunction with carrying out not less than one additional action described under this subparagraph.

(D) HEARING– Prior to implementing any corrective action under this paragraph, the State educational agency shall provide notice and a hearing to the affected local educational agency, if State law provides for such notice and hearing. The hearing shall take place not later than 45 days following the decision to implement corrective action.

(E) NOTICE TO PARENTS– The State educational agency shall publish, and disseminate to parents and the public, information on any corrective action the State educational agency takes under this paragraph through such means as the Internet, the media, and public agencies.

(F) DELAY– Notwithstanding subparagraph (B)(ii), a State educational agency may delay, for a period not to exceed 1 year, implementation of corrective action under this paragraph if the local educational agency makes adequate yearly progress for 1 year or its failure to make adequate yearly progress is due to exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the local educational agency. No such period shall be taken into account in determining the number of consecutive years of failure to make adequate yearly progress.

(11) SPECIAL RULE– If a local educational agency makes adequate yearly progress for two consecutive school years beginning after the date of identification of the agency under paragraph (3), the State educational agency need no longer identify the local educational agency for improvement or subject the local educational agency to corrective action for the succeeding school year.

(d) CONSTRUCTION– Nothing in this section shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers.

(e) SUPPLEMENTAL EDUCATIONAL SERVICES–

(1) SUPPLEMENTAL EDUCATIONAL SERVICES– In the case of any school described in paragraph (5), (7), or (8) of subsection (b), the local educational agency serving such

school shall, subject to this subsection, arrange for the provision of supplemental educational services to eligible children in the school from a provider with a demonstrated record of effectiveness, that is selected by the parents and approved for that purpose by the State educational agency in accordance with reasonable criteria, consistent with paragraph (5), that the State educational agency shall adopt.

(2) LOCAL EDUCATIONAL AGENCY RESPONSIBILITIES- Each local educational agency subject to this subsection shall—

(A) provide, at a minimum, annual notice to parents (in an understandable and uniform format and, to the extent practicable, in a language the parents can understand) of—

(i) the availability of services under this subsection;

(ii) the identity of approved providers of those services that are within the local educational agency or whose services are reasonably available in neighboring local educational agencies; and

(iii) a brief description of the services, qualifications, and demonstrated effectiveness of each such provider;

(B) if requested, assist parents in choosing a provider from the list of approved providers maintained by the State;

(C) apply fair and equitable procedures for serving students if the number of spaces at approved providers is not sufficient to serve all students; and

(D) not disclose to the public the identity of any student who is eligible for, or receiving, supplemental educational services under this subsection without the written permission of the parents of the student.

(3) AGREEMENT- In the case of the selection of an approved provider by a parent, the local educational agency shall enter into an agreement with such provider. Such agreement shall—

(A) require the local educational agency to develop, in consultation with parents (and the provider chosen by the parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program under section 614(d) of the Individuals with Disabilities Education Act;

(B) describe how the student's parents and the student's teacher or teachers will be regularly informed of the student's progress;

(C) provide for the termination of such agreement if the provider is unable to meet such goals and timetables;

(D) contain provisions with respect to the making of payments to the provider by the local educational agency; and

(E) prohibit the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services under this subsection without the written permission of the parents of such student.

(4) STATE EDUCATIONAL AGENCY RESPONSIBILITIES- A State educational agency shall--

(A) in consultation with local educational agencies, parents, teachers, and other interested members of the public, promote maximum participation by providers to ensure, to the extent practicable, that parents have as many choices as possible;

(B) develop and apply objective criteria, consistent with paragraph (5), to potential providers that are based on a demonstrated record of effectiveness in increasing the academic proficiency of students in subjects relevant to meeting the State academic content and student achievement standards adopted under section 1111(b)(1);

(C) maintain an updated list of approved providers across the State, by school district, from which parents may select;

(D) develop, implement, and publicly report on standards and techniques for monitoring the quality and effectiveness of the services offered by approved providers under this subsection, and for withdrawing approval from providers that fail, for 2 consecutive years, to contribute to increasing the academic proficiency of students served under this subsection as described in subparagraph (B); and

- (E) provide annual notice to potential providers of supplemental educational services of the opportunity to provide services under this subsection and of the applicable procedures for obtaining approval from the State educational agency to be an approved provider of those services.
- (5) CRITERIA FOR PROVIDERS– In order for a provider to be included on the State list under paragraph (4)(C), a provider shall agree to carry out the following:
- (A) Provide parents of children receiving supplemental educational services under this subsection and the appropriate local educational agency with information on the progress of the children in increasing achievement, in a format and, to the extent practicable, a language that such parents can understand.
 - (B) Ensure that instruction provided and content used by the provider are consistent with the instruction provided and content used by the local educational agency and State, and are aligned with State student academic achievement standards.
 - (C) Meet all applicable Federal, State, and local health, safety, and civil rights laws.
 - (D) Ensure that all instruction and content under this subsection are secular, neutral, and nonideological.
- (6) AMOUNTS FOR SUPPLEMENTAL EDUCATIONAL SERVICES– The amount that a local educational agency shall make available for supplemental educational services for each child receiving those services under this subsection shall be the lesser of--
- (A) the amount of the agency's allocation under subpart 2, divided by the number of children from families below the poverty level counted under section 1124(c)(1)(A); or
 - (B) the actual costs of the supplemental educational services received by the child.
- (7) FUNDS PROVIDED BY STATE EDUCATIONAL AGENCY– Each State educational agency may use funds that the agency reserves under this part, and part A of title V, to assist local educational agencies that do not have sufficient funds to provide services under this subsection for all eligible students requesting such services.
- (8) DURATION– The local educational agency shall continue to provide supplemental educational services to a child receiving such services under this subsection until the end of the school year in which such services were first received.
- (9) PROHIBITION– Nothing contained in this subsection shall permit the making of any payment for religious worship or instruction.
- (10) WAIVER–
- (A) REQUIREMENT– At the request of a local educational agency, a State educational agency may waive, in whole or in part, the requirement of this subsection to provide supplemental educational services if the State educational agency determines that--
 - (i) none of the providers of those services on the list approved by the State educational agency under paragraph (4)(C) makes those services available in the area served by the local educational agency or within a reasonable distance of that area; and
 - (ii) the local educational agency provides evidence that it is not able to provide those services.
 - (B) NOTIFICATION– The State educational agency shall notify the local educational agency, within 30 days of receiving the local educational agency's request for a waiver under subparagraph (A), whether the request is approved or disapproved and, if disapproved, the reasons for the disapproval, in writing.
- (11) SPECIAL RULE– If State law prohibits a State educational agency from carrying out one or more of its responsibilities under paragraph (4) with respect to those who provide, or seek approval to provide, supplemental educational services, each local educational agency in the State shall carry out those responsibilities with respect to its students who are eligible for those services.
- (12) DEFINITIONS– In this subsection—
- (A) the term eligible child' means a child from a low-income family, as determined by the local educational agency for purposes of allocating funds to schools under section 1113(c)(1);
 - (B) the term provider' means a non-profit entity, a for-profit entity, or a local educational agency that—

- (i) has a demonstrated record of effectiveness in increasing student academic achievement;
 - (ii) is capable of providing supplemental educational services that are consistent with the instructional program of the local educational agency and the academic standards described under section 1111; and
 - (iii) is financially sound; and
 - (C) the term supplemental educational services' means tutoring and other supplemental academic enrichment services that are—
 - (i) in addition to instruction provided during the school day; and
 - (ii) are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children on the academic assessments required under section 1111 and attain proficiency in meeting the State's academic achievement standards.
- (f) SCHOOLS AND LEAS PREVIOUSLY IDENTIFIED FOR IMPROVEMENT OR CORRECTIVE ACTION—
 - (1) SCHOOLS—
 - (A) SCHOOL IMPROVEMENT—
 - (i) SCHOOLS IN SCHOOL-IMPROVEMENT STATUS BEFORE DATE OF ENACTMENT— Any school that was in the first year of school improvement status under this section on the day preceding the date of enactment of the No Child Left Behind Act of 2001 (as this section was in effect on such day) shall be treated by the local educational agency as a school that is in the first year of school improvement status under paragraph (1).
 - (ii) SCHOOLS IN SCHOOL-IMPROVEMENT STATUS FOR 2 OR MORE YEARS BEFORE DATE OF ENACTMENT— Any school that was in school improvement status under this section for two or more consecutive school years preceding the date of enactment of the No Child Left Behind Act of 2001 (as this section was in effect on such day) shall be treated by the local educational agency as a school described in subsection (b)(5).
 - (B) CORRECTIVE ACTION— Any school that was in corrective action status under this section on the day preceding the date of enactment of the No Child Left Behind Act of 2001 (as this section was in effect on such day) shall be treated by the local educational agency as a school described in paragraph (7).
 - (2) LEAS—
 - (A) LEA IMPROVEMENT— A State shall identify for improvement under subsection (c)(3) any local educational agency that was in improvement status under this section as this section was in effect on the day preceding the date of enactment of the No Child Left Behind Act of 2001.
 - (B) CORRECTIVE ACTION— A State shall identify for corrective action under subsection (c)(10) any local educational agency that was in corrective action status under this section as this section was in effect on the day preceding the date of enactment of the No Child Left Behind Act of 2001.
 - (C) SPECIAL RULE— For the schools and other local educational agencies described under paragraphs (1) and (2), as required, the State shall ensure that public school choice in accordance with subparagraphs (b)(1)(E) and (F) and supplemental education services in accordance with subsection (e) are provided not later than the first day of the 2002-2003 school year.
 - (D) TRANSITION— With respect to a determination that a local educational agency has for 2 consecutive years failed to make adequate yearly progress as defined in the State plan under section 1111(b)(2), such determination shall include in such 2-year period any continuous period of time immediately preceding the date of enactment of the No Child Left Behind Act of 2001 during which the agency has failed to make such progress.
- (g) SCHOOLS FUNDED BY THE BUREAU OF INDIAN AFFAIRS—
 - (1) ADEQUATE YEARLY PROGRESS FOR BUREAU FUNDED SCHOOLS—
 - (A) DEVELOPMENT OF DEFINITION—
 - (i) DEFINITION— The Secretary of the Interior, in consultation with the Secretary if the Secretary of Interior requests the consultation, using the process set out in section 1138(b) of the Education Amendments of 1978, shall define adequate yearly progress, consistent with section

1111(b), for the schools funded by the Bureau of Indian Affairs on a regional or tribal basis, as appropriate, taking into account the unique circumstances and needs of such schools and the students served by such schools.

(ii) USE OF DEFINITION– The Secretary of the Interior, consistent with clause (i), may use the definition of adequate yearly progress that the State in which the school that is funded by the Bureau is located uses consistent with section 1111(b), or in the case of schools that are located in more than one State, the Secretary of the Interior may use whichever State definition of adequate yearly progress that best meets the unique circumstances and needs of such school or schools and the students the schools serve.

(B) WAIVER– The tribal governing body or school board of a school funded by the Bureau of Indian Affairs may waive, in part or in whole, the definition of adequate yearly progress established pursuant to paragraph (A) where such definition is determined by such body or school board to be inappropriate. If such definition is waived, the tribal governing body or school board shall, within 60 days thereafter, submit to the Secretary of Interior a proposal for an alternative definition of adequate yearly progress, consistent with section 1111(b), that takes into account the unique circumstances and needs of such school or schools and the students served. The Secretary of the Interior, in consultation with the Secretary if the Secretary of Interior requests the consultation, shall approve such alternative definition unless the Secretary determines that the definition does not meet the requirements of section 1111(b), taking into account the unique circumstances and needs of such school or schools and the students served.

(C) TECHNICAL ASSISTANCE– The Secretary of Interior shall, in consultation with the Secretary if the Secretary of Interior requests the consultation, either directly or through a contract, provide technical assistance, upon request, to a tribal governing body or school board of a school funded by the Bureau of Indian Affairs that seeks to develop an alternative definition of adequate yearly progress.

(2) ACCOUNTABILITY FOR BIA SCHOOLS– For the purposes of this section, schools funded by the Bureau of Indian Affairs shall be considered schools subject to subsection (b), as specifically provided for in this subsection, except that such schools shall not be subject to subsection (c), or the requirements to provide public school choice and supplemental educational services under subsections (b) and (e).

(3) SCHOOL IMPROVEMENT FOR BUREAU SCHOOLS–

(A) CONTRACT AND GRANT SCHOOLS– For a school funded by the Bureau of Indian Affairs which is operated under a contract issued by the Secretary of the Interior pursuant to the Indian Self-Determination Act (25 U.S.C. 450 et seq.) or under a grant issued by the Secretary of the Interior pursuant to the Tribally Controlled Schools Act of 1988 (25 U.S.C. 2501 et seq.), the school board of such school shall be responsible for meeting the requirements of subsection (b) relating to development and implementation of any school improvement plan as described in subsections (b)(1) through (b)(3), and subsection (b)(5), other than subsection (b)(1)(E). The Bureau of Indian Affairs shall be responsible for meeting the requirements of subsection (b)(4) relating to technical assistance.

(B) BUREAU OPERATED SCHOOLS– For schools operated by the Bureau of Indian Affairs, the Bureau shall be responsible for meeting the requirements of subsection (b) relating to development and implementation of any school improvement plan as described in subsections (b)(1) through (b)(5), other than subsection (b)(1)(E).

(4) CORRECTIVE ACTION AND RESTRUCTURING FOR BUREAU-FUNDED SCHOOLS–

(A) CONTRACT AND GRANT SCHOOLS– For a school funded by the Bureau of Indian Affairs which is operated under a contract issued by the Secretary of the Interior pursuant to the Indian Self-Determination Act (25 U.S.C. 450 et seq.) or under a grant issued by the Secretary of the Interior pursuant to the Tribally Controlled Schools Act of 1988 (25 U.S.C. 2501 et seq.), the school board of such school shall be responsible for meeting the requirements of subsection (b) relating to corrective action and restructuring as described in

subsection (b)(7) and (b)(8). Any action taken by such school board under subsection (b)(7) or (b)(8) shall take into account the unique circumstances and structure of the Bureau of Indian Affairs-funded school system and the laws governing that system.

(B) BUREAU OPERATED SCHOOLS- For schools operated by the Bureau of Indian Affairs, the Bureau shall be responsible for meeting the requirements of subsection (b) relating to corrective action and restructuring as described in subsection (b)(7) and (b)(8). Any action taken by the Bureau under subsection (b)(7) or (b)(8) shall take into account the unique circumstances and structure of the Bureau of Indian Affairs-funded school system and the laws governing that system.

(5) ANNUAL REPORT- On an annual basis, the Secretary of the Interior shall report to the Secretary of Education and to the appropriate committees of Congress regarding any schools funded by the Bureau of Indian Affairs which have been identified for school improvement. Such report shall include--

(A) the identity of each school;

(B) a statement from each affected school board regarding the factors that lead to such identification; and

(C) an analysis by the Secretary of the Interior, in consultation with the Secretary if the Secretary of Interior requests the consultation, as to whether sufficient resources were available to enable such school to achieve adequate yearly progress.

(h) OTHER AGENCIES- After receiving the notice described in subsection (b)(14)(D), the Secretary may notify, to the extent feasible and necessary as determined by the Secretary, other relevant Federal agencies regarding the major factors that were determined by the State educational agency to have significantly affected student academic achievement.

SEC. 1117. SCHOOL SUPPORT AND RECOGNITION.

(a) SYSTEM FOR SUPPORT-

(1) IN GENERAL- Each State shall establish a statewide system of intensive and sustained support and improvement for local educational agencies and schools receiving funds under this part, in order to increase the opportunity for all students served by those agencies and schools to meet the State's academic content standards and student academic achievement standards.

(2) PRIORITIES- In carrying out this subsection, a State shall —

(A) first, provide support and assistance to local educational agencies with schools subject to corrective action under section 1116 and assist those schools, in accordance with section 1116(b)(11), for which a local educational agency has failed to carry out its responsibilities under paragraphs (7) and (8) of section 1116(b);

(B) second, provide support and assistance to other local educational agencies with schools identified as in need of improvement under section 1116(b); and

(C) third, provide support and assistance to other local educational agencies and schools participating under this part that need that support and assistance in order to achieve the purpose of this part.

(3) REGIONAL CENTERS- Such a statewide system shall, to the extent practicable, work with and receive support and assistance from the comprehensive regional technical assistance centers and the regional educational laboratories under section 941(h) of the Educational Research, Development, Dissemination, and Improvement Act of 1994, or other providers of technical assistance.

(4) STATEWIDE SYSTEM-

(A) In order to achieve the purpose described in paragraph (1), the statewide system shall include, at a minimum, the following approaches:

(i) Establishing school support teams in accordance with subparagraph (C) for assignment to, and working in, schools in the State that are described in paragraph (2).

(ii) Providing such support as the State educational agency determines necessary and available in order to ensure the effectiveness of such teams.

(iii) Designating and using distinguished teachers and principals who are chosen from schools served under this part that have been especially successful in improving academic achievement.

(iv) Devising additional approaches to providing the assistance described in paragraph (1), such as providing assistance through institutions of higher education and educational service agencies or other local consortia, and private providers of scientifically based technical assistance.

(B) PRIORITY- The State educational agency shall give priority to the approach described in clause (i) of subparagraph (A).

(5) SCHOOL SUPPORT TEAMS-

(A) COMPOSITION- Each school support team established under this section shall be composed of persons knowledgeable about scientifically based research and practice on teaching and learning and about successful schoolwide projects, school reform, and improving educational opportunities for low-achieving students, including —

- (i) highly qualified or distinguished teachers and principals;
- (ii) pupil services personnel;
- (iii) parents;
- (iv) representatives of institutions of higher education;
- (v) representatives of regional educational laboratories or comprehensive regional technical assistance centers;
- (vi) representatives of outside consultant groups; or
- (vii) other individuals as the State educational agency, in consultation with the local educational agency, may determine appropriate.

(B) FUNCTIONS- Each school support team assigned to a school under this section shall —

- (i) review and analyze all facets of the school's operation, including the design and operation of the instructional program, and assist the school in developing recommendations for improving student performance in that school;
- (ii) collaborate with parents and school staff and the local educational agency serving the school in the design, implementation, and monitoring of a plan that, if fully implemented, can reasonably be expected to improve student performance and help the school meet its goals for improvement, including adequate yearly progress under section 1111(b)(2)(B);
- (iii) evaluate, at least semiannually, the effectiveness of school personnel assigned to the school, including identifying outstanding teachers and principals, and make findings and recommendations to the school, the local educational agency, and, where appropriate, the State educational agency; and
- (iv) make additional recommendations as the school implements the plan described in clause (ii) to the local educational agency and the State educational agency concerning additional assistance that is needed by the school or the school support team.

(C) CONTINUATION OF ASSISTANCE- After one school year, from the beginning of the activities, such school support team, in consultation with the local educational agency, may recommend that the school support team continue to provide assistance to the school, or that the local educational agency or the State educational agency, as appropriate, take alternative actions with regard to the school.

(b) STATE RECOGNITION-

(1) ACADEMIC ACHIEVEMENT AWARDS PROGRAM-

(A) IN GENERAL- Each State receiving a grant under this part —

- (i) shall establish a program for making academic achievement awards to recognize schools that meet the criteria described in subparagraph (B); and
- (ii) as appropriate and as funds are available under subsection (c)(2)(A), may financially reward schools served under this part that meet the criteria described in clause (ii).

(B) CRITERIA- The criteria referred to in subparagraph (A) are that a school —

(i) significantly closed the achievement gap between the groups of students described in section 1111(b)(2); or

(ii) exceeded their adequate yearly progress, consistent with section 1111(b)(2), for 2 or more consecutive years.

(2) DISTINGUISHED SCHOOLS- Of those schools meeting the criteria described in paragraph (2), each State shall designate as distinguished schools those schools that have made the greatest gains in closing the achievement gap as described in subparagraph (B)(i) or exceeding adequate yearly progress as described in subparagraph (B)(ii). Such distinguished schools may serve as models for and provide support to other schools, especially schools identified for improvement under section 1116, to assist such schools in meeting the State's academic content standards and student academic achievement standards.

(3) AWARDS TO TEACHERS- A State program under paragraph (1) may also recognize and provide financial awards to teachers teaching in a school described in such paragraph that consistently makes significant gains in academic achievement in the areas in which the teacher provides instruction, or to teachers or principals designated as distinguished under subsection (a)(4)(A)(iii).

(c) FUNDING-

(1) IN GENERAL- Each State —

(A) shall use funds reserved under section 1003(a) and may use funds made available under section 1003(g) for the approaches described under subsection (a)(4)(A); and

(B) shall use State administrative funds authorized under section 1004(a) to establish the statewide system of support described under subsection (a).

(2) RESERVATIONS OF FUNDS BY STATE-

(A) AWARDS PROGRAM- For the purpose of carrying out subsection (b)(1), each State receiving a grant under this part may reserve, from the amount (if any) by which the funds received by the State under subpart 2 for a fiscal year exceed the amount received by the State under that subpart for the preceding fiscal year, not more than 5 percent of such excess amount.

(B) TEACHER AWARDS- For the purpose of carrying out subsection (b)(3), a State educational agency may reserve such funds as necessary from funds made available under section 2113.

(3) USE WITHIN 3 YEARS- Notwithstanding any other provision of law, the amount reserved under subparagraph (A) by a State for each fiscal year shall remain available to the State until expended for a period not exceeding 3 years receipt of funds.

(4) SPECIAL ALLOCATION RULE FOR SCHOOLS IN HIGH-POVERTY AREAS-

(A) IN GENERAL- Each State shall distribute not less than 75 percent of any amount reserved under paragraph (2)(A) for each fiscal year to schools described in subparagraph (B), or to teachers in those schools consistent with subsection (b)(3).

(B) SCHOOL DESCRIBED- A school described in subparagraph (A) is a school whose student population is in the highest quartile of schools statewide in terms of the percentage of children from low income families.

SEC. 1118. PARENTAL INVOLVEMENT.

(a) LOCAL EDUCATIONAL AGENCY POLICY-

(1) IN GENERAL- A local educational agency may receive funds under this part only if such agency implements programs, activities, and procedures for the involvement of parents in programs assisted under this part consistent with this section. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

(2) WRITTEN POLICY- Each local educational agency that receives funds under this part shall develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy. The policy shall be incorporated into the local educational agency's plan developed under section 1112, establish the agency's expectations for parent involvement, and describe how the agency will —

(A) involve parents in the joint development of the plan under section 1112, and the process of school review and improvement under section 1116;

(B) provide the coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing

effective parent involvement activities to improve student academic achievement and school performance;

(C) build the schools' and parents' capacity for strong parental involvement as described in subsection (e);

(D) coordinate and integrate parental involvement strategies under this part with parental involvement strategies under other programs, such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and Home Instruction Program for Preschool Youngsters, and State-run preschool programs;

(E) conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under this part, including identifying barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background), and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies described in this section; and

(F) involve parents in the activities of the schools served under this part.

(3) RESERVATION-

(A) IN GENERAL- Each local educational agency shall reserve not less than 1 percent of such agency's allocation under subpart 2 of this part to carry out this section, including promoting family literacy and parenting skills, except that this paragraph shall not apply if 1 percent of such agency's allocation under subpart 2 of this part for the fiscal year for which the determination is made is \$5,000 or less.

(B) PARENTAL INPUT- Parents of children receiving services under this part shall be involved in the decisions regarding how funds reserved under subparagraph (A) are allotted for parental involvement activities.

(C) DISTRIBUTION OF FUNDS- Not less than 95 percent of the funds reserved under subparagraph (A) shall be distributed to schools served under this part.

(b) SCHOOL PARENTAL INVOLVEMENT POLICY-

(1) IN GENERAL- Each school served under this part shall jointly develop with, and distribute to, parents of participating children a written parental involvement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f). Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

(2) SPECIAL RULE- If the school has a parental involvement policy that applies to all parents, such school may amend that policy, if necessary, to meet the requirements of this subsection.

(3) AMENDMENT- If the local educational agency involved has a school district-level parental involvement policy that applies to all parents, such agency may amend that policy, if necessary, to meet the requirements of this subsection.

(4) PARENTAL COMMENTS- If the plan under section 1112 is not satisfactory to the parents of participating children, the local educational agency shall submit any parent comments with such plan when such local educational agency submits the plan to the State.

(c) POLICY INVOLVEMENT- Each school served under this part shall —

(1) convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved;

(2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement;

(3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parental involvement policy and the joint development of

the schoolwide program plan under section 1114(b)(2), except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;

(4) provide parents of participating children —

(A) timely information about programs under this part;

(B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and

(C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and

(5) if the schoolwide program plan under section 1114(b)(2) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency.

(d) **SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT-** As a component of the school-level parental involvement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall —

(1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and

(2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum —

(A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;

(B) frequent reports to parents on their children's progress; and

(C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

(e) **BUILDING CAPACITY FOR INVOLVEMENT-** To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under this part —

(1) shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;

(2) shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;

(3) shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;

(4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;

- (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
 - (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
 - (7) may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
 - (8) may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 - (9) may train parents to enhance the involvement of other parents;
 - (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
 - (11) may adopt and implement model approaches to improving parental involvement;
 - (12) may establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
 - (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
 - (14) shall provide such other reasonable support for parental involvement activities under this section as parents may request.
- (f) ACCESSIBILITY- In carrying out the parental involvement requirements of this part, local educational agencies and schools, to the extent practicable, shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 in a format and, to the extent practicable, in a language such parents understand.
- (g) INFORMATION FROM PARENTAL INFORMATION AND RESOURCE CENTERS- In a State where a parental information and resource center is established to provide training, information, and support to parents and individuals who work with local parents, local educational agencies, and schools receiving assistance under this part, each local educational agency or school that receives assistance under this part and is located in the State shall assist parents and parental organizations by informing such parents and organizations of the existence and purpose of such centers.
- (h) REVIEW- The State educational agency shall review the local educational agency's parental involvement policies and practices to determine if the policies and practices meet the requirements of this section.

SEC. 1119. QUALIFICATIONS FOR TEACHERS AND PARAPROFESSIONALS.

(a) TEACHER QUALIFICATIONS AND MEASURABLE OBJECTIVES-

- (1) IN GENERAL- Beginning with the first day of the first school year after the date of enactment of the No Child Left Behind Act of 2001, each local educational agency receiving assistance under this part shall ensure that all teachers hired after such day and teaching in a program supported with funds under this part are highly qualified.
- (2) STATE PLAN- As part of the plan described in section 1111, each State educational agency receiving assistance under this part shall develop a plan to ensure that all teachers teaching in core academic subjects within the State are highly qualified not later than the end of the 2005-2006 school year. Such plan shall establish annual measurable objectives for each local educational agency and school that, at a minimum —
 - (A) shall include an annual increase in the percentage of highly qualified teachers at each local educational agency and school, to ensure that all teachers teaching in core academic subjects in each public elementary school and secondary school are highly qualified not later than the end of the 2005-2006 school year;
 - (B) shall include an annual increase in the percentage of teachers who are receiving high-quality professional development to enable such teachers to become highly qualified and successful classroom teachers; and

- (C) may include such other measures as the State educational agency determines to be appropriate to increase teacher qualifications.
- (3) LOCAL PLAN- As part of the plan described in section 1112, each local educational agency receiving assistance under this part shall develop a plan to ensure that all teachers teaching within the school district served by the local educational agency are highly qualified not later than the end of the 2005-2006 school year.
- (b) REPORTS-
- (1) ANNUAL STATE AND LOCAL REPORTS-
- (A) LOCAL REPORTS- Each State educational agency described in subsection (a)(2) shall require each local educational agency receiving funds under this part to publicly report, each year, beginning with the 2002-2003 school year, the annual progress of the local educational agency as a whole and of each of the schools served by the agency, in meeting the measurable objectives described in subsection (a)(2).
- (B) STATE REPORTS- Each State educational agency receiving assistance under this part shall prepare and submit each year, beginning with the 2002-2003 school year, a report to the Secretary, describing the State educational agency's progress in meeting the measurable objectives described in subsection (a)(2).
- (C) INFORMATION FROM OTHER REPORTS- A State educational agency or local educational agency may submit information from the reports described in section 1111(h) for the purposes of this subsection, if such report is modified, as may be necessary, to contain the information required by this subsection, and may submit such information as a part of the reports required under section 1111(h).
- (2) ANNUAL REPORTS BY THE SECRETARY- Each year, beginning with the 2002-2003 school year, the Secretary shall publicly report the annual progress of State educational agencies, local educational agencies, and schools, in meeting the measurable objectives described in subsection (a)(2).
- (c) NEW PARAPROFESSIONALS-
- (1) IN GENERAL- Each local educational agency receiving assistance under this part shall ensure that all paraprofessionals hired after the date of enactment of the No Child Left Behind Act of 2001 and working in a program supported with funds under this part shall have —
- (A) completed at least 2 years of study at an institution of higher education;
- (B) obtained an associate's (or higher) degree; or
- (C) met a rigorous standard of quality and can demonstrate, through a formal State or local academic assessment —
- (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
- (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.
- (2) CLARIFICATION- The receipt of a secondary school diploma (or its recognized equivalent) shall be necessary but not sufficient to satisfy the requirements of paragraph (1)(C).
- (d) EXISTING PARAPROFESSIONALS- Each local educational agency receiving assistance under this part shall ensure that all paraprofessionals hired before the date of enactment of the No Child Left Behind Act of 2001, and working in a program supported with funds under this part shall, not later than 4 years after the date of enactment satisfy the requirements of subsection (c).
- (e) EXCEPTIONS FOR TRANSLATION AND PARENTAL INVOLVEMENT ACTIVITIES- Subsections (c) and (d) shall not apply to a paraprofessional —
- (1) who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in programs under this part by acting as a translator; or
- (2) whose duties consist solely of conducting parental involvement activities consistent with section 1118.
- (f) GENERAL REQUIREMENT FOR ALL PARAPROFESSIONALS- Each local educational agency receiving assistance under this part shall ensure that all paraprofessionals working in a program supported with funds under this part, regardless of the paraprofessionals' hiring date, have earned a secondary school diploma or its recognized equivalent.

(g) DUTIES OF PARAPROFESSIONALS-

(1) IN GENERAL- Each local educational agency receiving assistance under this part shall ensure that a paraprofessional working in a program supported with funds under this part is not assigned a duty inconsistent with this subsection.

(2) RESPONSIBILITIES PARAPROFESSIONALS MAY BE ASSIGNED- A paraprofessional described in paragraph (1) may be assigned —

(A) to provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher;

(B) to assist with classroom management, such as organizing instructional and other materials;

(C) to provide assistance in a computer laboratory;

(D) to conduct parental involvement activities;

(E) to provide support in a library or media center;

(F) to act as a translator; or

(G) to provide instructional services to students in accordance with paragraph (3).

(3) ADDITIONAL LIMITATIONS- A paraprofessional described in paragraph (1) —

(A) may not provide any instructional service to a student unless the paraprofessional is working under the direct supervision of a teacher consistent with section 1119; and

(B) may assume limited duties that are assigned to similar personnel who are not working in a program supported with funds under this part, including duties beyond classroom instruction or that do not benefit participating children, so long as the amount of time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

(h) USE OF FUNDS- A local educational agency receiving funds under this part may use such funds to support ongoing training and professional development to assist teachers and paraprofessionals in satisfying the requirements of this section.

(i) VERIFICATION OF COMPLIANCE-

(1) IN GENERAL- In verifying compliance with this section, each local educational agency, at a minimum, shall require that the principal of each school operating a program under section 1114 or 1115 attest annually in writing as to whether such school is in compliance with the requirements of this section.

(2) AVAILABILITY OF INFORMATION- Copies of attestations under paragraph (1) —

(A) shall be maintained at each school operating a program under section 1114 or 1115 and at the main office of the local educational agency; and

(B) shall be available to any member of the general public on request.

(j) COMBINATIONS OF FUNDS- Funds provided under this part that are used for professional development purposes may be combined with funds provided under title II of this Act, other Acts, and other sources.

(k) SPECIAL RULE- Except as provided in subsection (l), no State educational agency shall require a school or a local educational agency to expend a specific amount of funds for professional development activities under this part, except that this paragraph shall not apply with respect to requirements under section 1116(c)(3).

(l) MINIMUM EXPENDITURES- Each local educational agency that receives funds under this part shall use not less than 5 percent, or more than 10 percent, of such funds for each of fiscal years 2002 and 2003, and not less than 5 percent of the funds for each subsequent fiscal year, for professional development activities to ensure that teachers who are not highly qualified become highly qualified not later than the end of the 2005-2006 school year.

SEC. 1120. PARTICIPATION OF CHILDREN ENROLLED IN PRIVATE SCHOOLS.

(a) GENERAL REQUIREMENT-

(1) IN GENERAL- To the extent consistent with the number of eligible children identified under section 1115(b) in the school district served by a local educational agency who are enrolled in private elementary schools and secondary schools, a local educational agency shall, after timely and meaningful consultation with appropriate private school officials, provide such children, on an equitable basis, special educational services or other benefits under this part (such as dual enrollment, educational radio and television, computer equipment and materials, other technology,

and mobile educational services and equipment) that address their needs, and shall ensure that teachers and families of the children participate, on an equitable basis, in services and activities developed pursuant to sections 1118 and 1119.

(2) SECULAR, NEUTRAL, NONIDEOLOGICAL- Such educational services or other benefits, including materials and equipment, shall be secular, neutral, and nonideological.

(3) EQUITY- Educational services and other benefits for such private school children shall be equitable in comparison to services and other benefits for public school children participating under this part, and shall be provided in a timely manner.

(4) EXPENDITURES- Expenditures for educational services and other benefits to eligible private school children shall be equal to the proportion of funds allocated to participating school attendance areas based on the number of children from low-income families who attend private schools, which the local educational agency may determine each year or every 2 years.

(5) PROVISION OF SERVICES- The local educational agency may provide services under this section directly or through contracts with public and private agencies, organizations, and institutions.

(b) CONSULTATION-

(1) IN GENERAL- To ensure timely and meaningful consultation, a local educational agency shall consult with appropriate private school officials during the design and development of such agency's programs under this part, on issues such as —

(A) how the children's needs will be identified;

(B) what services will be offered;

(C) how, where, and by whom the services will be provided;

(D) how the services will be academically assessed and how the results of that assessment will be used to improve those services;

(E) the size and scope of the equitable services to be provided to the eligible private school children, and the proportion of funds that is allocated under subsection (a)(4) for such services;

(F) the method or sources of data that are used under subsection (c) and section 1113(c)(1) to determine the number of children from low-income families in participating school attendance areas who attend private schools;

(G) how and when the agency will make decisions about the delivery of services to such children, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with potential third-party providers; and

(H) how, if the agency disagrees with the views of the private school officials on the provision of services through a contract, the local educational agency will provide in writing to such private school officials an analysis of the reasons why the local educational agency has chosen not to use a contractor.

(2) TIMING- Such consultation shall include meetings of agency and private school officials and shall occur before the local educational agency makes any decision that affects the opportunities of eligible private school children to participate in programs under this part. Such meetings shall continue throughout implementation and assessment of services provided under this section.

(3) DISCUSSION- Such consultation shall include a discussion of service delivery mechanisms a local educational agency can use to provide equitable services to eligible private school children.

(4) DOCUMENTATION- Each local educational agency shall maintain in the agency's records and provide to the State educational agency involved a written affirmation signed by officials of each participating private school that the consultation required by this section has occurred. If such officials do not provide such affirmation within a reasonable period of time, the local educational agency shall forward the documentation that such consultation has taken place to the State educational agency.

(5) COMPLIANCE-

(A) IN GENERAL- A private school official shall have the right to complain to the State educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private school official.

(B) PROCEDURE- If the private school official wishes to complain, the official shall provide the basis of the noncompliance with this section by the local educational agency to the State educational agency, and the local educational

agency shall forward the appropriate documentation to the State educational agency.

(c) ALLOCATION FOR EQUITABLE SERVICE TO PRIVATE SCHOOL STUDENTS-

(1) CALCULATION- A local educational agency shall have the final authority, consistent with this section, to calculate the number of children, ages 5 through 17, who are from low-income families and attend private schools by —

(A) using the same measure of low income used to count public school children;

(B) using the results of a survey that, to the extent possible, protects the identity of families of private school students, and allowing such survey results to be extrapolated if complete actual data are unavailable;

(C) applying the low-income percentage of each participating public school attendance area, determined pursuant to this section, to the number of private school children who reside in that school attendance area; or

(D) using an equated measure of low income correlated with the measure of low income used to count public school children.

(2) COMPLAINT PROCESS- Any dispute regarding low-income data for private school students shall be subject to the complaint process authorized in section 9505.

(d) PUBLIC CONTROL OF FUNDS-

(1) IN GENERAL- The control of funds provided under this part, and title to materials, equipment, and property purchased with such funds, shall be in a public agency, and a public agency shall administer such funds, materials, equipment, and property.

(2) PROVISION OF SERVICES-

(A) PROVIDER- The provision of services under this section shall be provided —

(i) by employees of a public agency; or

(ii) through contract by such public agency with an individual, association, agency, or organization.

(B) REQUIREMENT- In the provision of such services, such employee, individual, association, agency, or organization shall be independent of such private school and of any religious organization, and such employment or contract shall be under the control and supervision of such public agency.

(e) STANDARDS FOR A BYPASS- If a local educational agency is prohibited by law from providing for the participation in programs on an equitable basis of eligible children enrolled in private elementary schools and secondary schools, or if the Secretary determines that a local educational agency has substantially failed or is unwilling, to provide for such participation, as required by this section, the Secretary shall —

(1) waive the requirements of this section for such local educational agency;

(2) arrange for the provision of services to such children through arrangements that shall be subject to the requirements of this section and sections 9503 and 9504; and

(3) in making the determination under this subsection, consider one or more factors, including the quality, size, scope, and location of the program and the opportunity of eligible children to participate.

SEC. 1120A. FISCAL REQUIREMENTS.

(a) MAINTENANCE OF EFFORT- A local educational agency may receive funds under this part for any fiscal year only if the State educational agency involved finds that the local educational agency has maintained the agency's fiscal effort in accordance with section 9521.

(b) FEDERAL FUNDS TO SUPPLEMENT, NOT SUPPLANT, NON-FEDERAL FUNDS-

(1) IN GENERAL- A State educational agency or local educational agency shall use Federal funds received under this part only to supplement the funds that would, in the absence of such Federal funds, be made available from non-Federal sources for the education of pupils participating in programs assisted under this part, and not to supplant such funds.

(2) SPECIAL RULE- No local educational agency shall be required to provide services under this part through a particular instructional method or in a particular instructional setting in order to demonstrate such agency's compliance with paragraph (1).

(c) COMPARABILITY OF SERVICES-

(1) IN GENERAL-

(A) COMPARABLE SERVICES- Except as provided in paragraphs (4) and (5), a local educational agency may receive funds under this part only if State and

local funds will be used in schools served under this part to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving funds under this part.

(B) SUBSTANTIALLY COMPARABLE SERVICES- If the local educational agency is serving all of such agency's schools under this part, such agency may receive funds under this part only if such agency will use State and local funds to provide services that, taken as a whole, are substantially comparable in each school.

(C) BASIS- A local educational agency may meet the requirements of subparagraphs (A) and (B) on a grade-span by grade-span basis or a school-by-school basis.

(2) WRITTEN ASSURANCE-

(A) EQUIVALENCE- A local educational agency shall be considered to have met the requirements of paragraph (1) if such agency has filed with the State educational agency a written assurance that such agency has established and implemented--

(i) a local educational agency-wide salary schedule;

(ii) a policy to ensure equivalence among schools in teachers, administrators, and other staff; and

(iii) a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

(B) DETERMINATIONS- For the purpose of this subsection, in the determination of expenditures per pupil from State and local funds, or instructional salaries per pupil from State and local funds, staff salary differentials for years of employment shall not be included in such determinations.

(C) EXCLUSIONS- A local educational agency need not include unpredictable changes in student enrollment or personnel assignments that occur after the beginning of a school year in determining comparability of services under this subsection.

(3) PROCEDURES AND RECORDS- Each local educational agency assisted under this part shall--

(A) develop procedures for compliance with this subsection; and

(B) maintain records that are updated biennially documenting such agency's compliance with this subsection.

(4) INAPPLICABILITY- This subsection shall not apply to a local educational agency that does not have more than one building for each grade span.

(5) COMPLIANCE- For the purpose of determining compliance with paragraph (1), a local educational agency may exclude State and local funds expended for--

(A) language instruction educational programs; and

(B) the excess costs of providing services to children with disabilities as determined by the local educational agency.

(d) EXCLUSION OF FUNDS- For the purpose of complying with subsections (b) and (c), a State educational agency or local educational agency may exclude supplemental State or local funds expended in any school attendance area or school for programs that meet the intent and purposes of this part.

SEC. 1120B. COORDINATION REQUIREMENTS.

(a) IN GENERAL- Each local educational agency receiving assistance under this part shall carry out the activities described in subsection (b) with Head Start agencies and, if feasible, other entities carrying out early childhood development programs such as the Early Reading First program.

(b) ACTIVITIES- The activities referred to in subsection (a) are activities that increase coordination between the local educational agency and a Head Start agency and, if feasible, other entities carrying out early childhood development programs, such as the Early Reading First program, serving children who will attend the schools of the local educational agency, including --

(1) developing and implementing a systematic procedure for receiving records regarding such children, transferred with parental consent from a Head Start program or, where applicable, another early childhood development program such as the Early Reading First program;

- (2) establishing channels of communication between school staff and their counterparts (including teachers, social workers, and health staff) in such Head Start agencies or other entities carrying out early childhood development programs such as the Early Reading First program, as appropriate, to facilitate coordination of programs;
- (3) conducting meetings involving parents, kindergarten or elementary school teachers, and Head Start teachers or, if appropriate, teachers from other early childhood development programs such as the Early Reading First program, to discuss the developmental and other needs of individual children;
- (4) organizing and participating in joint transition-related training of school staff, Head Start program staff, Early Reading First program staff, and, where appropriate, other early childhood development program staff; and
- (5) linking the educational services provided by such local educational agency with the services provided by local Head Start agencies and entities carrying out Early Reading First programs.

(c) COORDINATION OF REGULATIONS- The Secretary shall work with the Secretary of Health and Human Services to coordinate regulations promulgated under this part with regulations promulgated under the Head Start Act.

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RE: UAEA Registration and Classical Animation Question

Thursday, February 16, 2012 3:52 PM

From:

"Jensen, Cathy" <Cathy.Jensen@schools.utah.gov>

[View contact details](#)

To:

"Liz Matthews" <zilmatt@yahoo.com>

Liz,

I just met with Rodayne Esmay about animation standards. USOE has not made a lot of progress on standards, but it is certainly still on my list.

My suggestion is that use the Drawing standards and objectives as the guide for your animation class. The animation class will still be an elective. If you teach all the drawing standards in the class, you could use the drawing code. Then it would count for art credit.

Hope this helps,

Cathy

RE: Urgent: Need Standards and Objectives for Classical Animation

Thursday, February 16, 2012 9:55 AM

From:

"Lyman, Carl" <Carl.Lyman@schools.utah.gov>

To:

"Liz Matthews" <zilmatt@yahoo.com>

I don't think Utah has started on standards. I am meeting with Rodayne Esmay from UVU and Cathy Jensen, USOE Art Specialist, to talk about Classic Animation drawing and Digital Media and 3D Animation.

I will let you know what happens.

In the past I have found that if there are no standards if you do some work and come with a plan you can have an influence on what is developed. Start by creating your standards on what you think should be taught and learned in the class.

Carl Lyman

THE ACME NETWORK
Enrollment Open Now

ACME Animation Enrollment Open

Thank you for your interest in [The ACME Network](#) and ACME Animation!

The ACME Network is a non-profit (501)(c)(3) online educational mentoring community. Our online software platform and video conferencing program offers a safe, secured environment for creative and professional skills development!

ACME connects students in middle school, high school and college to a mentoring network of peers, educators, and creative industry professionals.

Our mentors come from studios such as DreamWorks, Disney, Sony and Pixar.

ACME provides instructional videos, curricular content, professional development, and other resources for classrooms and instructors to teach computer animation as a methodology that fosters leadership and 21st century creative skills for learners in arts, digital media, technology and other classes.

With ACME, students upload creative projects (art, animation) to our website platform and give comments on the artwork of others. In return, they receive comments and mentoring feedback by members of the community. By mentoring others, students work to earn critiques from professionals.

We invite you to join our community! ACME has served over 52,000 students since 2004 providing mentorship to over 200 classrooms in 100 schools across the nation.

See our pricing for the 2012-2013 school year. Offer good through January 31st, 2012.

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Our goal is to help educators prepare today's students to become tomorrow's innovators, leaders and engaged citizens.

Lakeview Academy BOT Agenda June 7, 2012
Charter Training

ACMEanimation.org is not an online class, but a mentoring community where:

In Brief

ACME opens enrollment to new schools and classes.

Pay before June 15, 2012 and take off an additional 15%

Good news! Thanks to recent grants, ACME is able to offer discounted pricing for large class sizes. [View details](#) for the 2012-2013 academic year. Valid through June 15, 2012.

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and gain important feedback from professionals and students alike. It's very easy when at college to not look outside your year or course for inspiration and advice. The program challenged me to push my own work further. I also believe one of the best ways to learn is through helping others. Often the feedback I gave would apply some way in my own work and I would go back and adjust it accordingly."

Tim Holleyman, ACME alumni through Bournemouth Art Institute (England).
Now: Animator, Electronic Arts, London

Students Testify "ACME gave me an opportunity to develop my work

<http://campaign.r20.constantcontact.com/render?llr=n7vmyqdab&v=0...N0LwS3-H2L2GoShDSCa2RFQDfFtBgLPyPU-QtNjPgZth7JiMTdH-nrYdPV2Fo%3D> Page 1 of 6

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- Students upload creative work and offer constructive feedback to fellow students about their work,
- Students participate in a professional community to gain access to expert advice from advanced students and professional mentors,
- Students can advance through three levels of achievement based on both improvement in their own work and the degree to which they help others to accomplish *their* goals.

The ACME Network has posted a video of our online community, a video of our telecast and a video of one of our college students who received a paid internship on our website. These videos are password protected. **The password to unlock the three online demos is: [ACMEd3mo](#)**

Click [here](#) to view ACME's online demos.

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Benefits to Students

By learning to appreciate and assess one another's artwork and interact with professional artists and mentors, students develop an understanding of the principles of art and animation and learn key 21st century skills:

- Fluency in convergent media technology,
- Complex communication,
- Critical thinking,
- Problem-recognition and problem-solving,
- Entrepreneurship,
- Collaboration,
- Leadership,
- Technology stewardship, and
- The ability to produce value in inventive ways
- Special opportunities for advanced student development, like professional portfolio review by a panel of industry professionals.

Our professional community model asks a lot of our students; our methodology, environment and technical platform enables very high level of individual success--and ACME students respond.

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Membership Benefits to Educators

A subscription to ACME for your class comes with a wide range of instructional videos and support materials to compliment educators' existing syllabi, and to get up and running on the ACMEanimation.org platform. Using ACME in your classroom will provide your students with experiential learning and the opportunity to interact with a pipeline of creative professionals and our mentoring community. ACME offers two types of membership programs:

Engage your students in a fun and inspiring manner! **"On-Line"**

Teachers Cheer

"The opportunities provided by ACME not only give me and my students direct access to industry professionals but allow my students to develop communication skills, presentation skills, practice behaviors in a professional environment and receive ongoing, sustained professional mentoring, which better prepares students for further studies and to compete in the job market."

Don Isbell
Animation and Digital Design
Instructor, Coastline Community
College, Fountain Valley, CA

Classes Win

"ACME is an incredibly effective catalyst for generating a desire in students to take possession of their education. ACME offers my students opportunities to realize and enjoy successful experiences as they take ownership of their own educational process. The interactions they have on ACME with the world outside of East LA positively reinforce good learning practices."

Robert Moreau
Computer/ Animation Instructor,
Roosevelt High School, Los
Angeles, CA

Schools Succeed

"Over the past five years, I have been thrilled to see hundreds of our students make strategic contact with college programs and industry leaders. This kind of direct access is a tremendous help in keeping our career and technical education program relevant and vibrant. Our students have gained admission to Cal ARTS, Chapman University, Cal State Fullerton, and BYU."

Kent Baker
Visual Arts Instructor
Capistrano Valley High School
Mission Viejo, CA

Membership includes:

- Optional lessons and exercises,
- Instructional videos and tutorials,
- Extensive archive of student and professional work,
- Webinars and videos with creative industry professionals,
- Invitation to our 2012 Professional Development Summer Workshop.
- Ongoing guidance and technical support,
- The ability to assess and measure student progress against quantifiable criteria,
- Digital classroom management tools and student roster to track student activity and communications with detailed metrics

Got Polycorn? **"On-Air" Membership** includes free subscription to ACMEanimation.org On-Line, with all of the benefits above, plus gain direct, real-time access over videoconferencing to creative industry professionals:

- Weekly lessons lead by professional artists and mentors providing feedback and critique of ACME student work,
- Students have the opportunity to present work to professionals for direct feedback on their projects
- Non-presenting students can apply the advice of the professionals to their own work and observe the interaction of a studios and professional environment behaviors as their peers

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New to Animation?

Ninety percent (90%) of our educators had never taught animation prior to joining ACME. Educators have diverse levels of expertise, interests and needs when they join our community and use ACME in a variety of ways in their classroom. No two teachers are alike and no two classrooms are alike. Most of our educators were able to set up their classrooms on their own, or within the regular ACME customer service and support package. Feel like you need additional support? See [our pricing](#) for more details.

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ACME Gets Results

ACME keeps kids in schools, pursuing 21st century skills. Our latest independent evaluation report found:

- 98% of ACME high school seniors graduate,
- 92% matriculate to college,
- Over 1,000 of our college students have gone on to obtain jobs in creative industries.

ACME was recognized as a model Career Technical Education program in the State of California as highlighted in the Governor's 2008 Career Technical Education report to the legislature. ACME was also featured as an innovative and effective model in the 2008

Models for Expansion. ACME received the 2006 "Education Innovation Award" from CENIC (California's broadband education network).

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ACME Pricing and Rates

The ACME Network offers annual membership subscriptions for classes. ACME receives foundation support to supplement our services that allows us to charge nominal fees to schools. Thanks to the generous support of our grantors, The ACME Network is able to offer ACME Animation services at special discounted pricing for the 2012-2013 school year.

[Act now](#) to get the discounted rates below. **For those enrolling for July 1-June 30th, 2012-2013, pay before June 15, 2012 and take off an additional 15% on selected programs. See Rate sheet below for details.** Right click below to download the image if it does not automatically appear.

ACME New Schools Price List 2012-2013	Before June 15, 2012	After June 15, 2012
Studio and small class "On-Line" Subscription to acmeanimation.org <i>Per classrooms up to 15 students. Pay now and get On-Line for the rest of 2011-2012 academic year for free.</i>	\$1,000	\$1,000
Standard "On-Line" Subscription to acmeanimation.org <i>Per classrooms up to 40 students. \$67 per student after 40. Pay now and get On-Line for the rest of 2011-2012 academic year for free.</i>	\$1,700	\$2,000
For July 1-June 30th, 2012-2013 "On-Air" Videoconferencing <i>Includes online subscription to acmeanimation.org for three classes (up to 120 students). Pay now and get On-Line for the rest of 2011-2012 academic year for free.</i>	\$6,375	\$7,500
Support Package <i>For classes new to animation, includes ten hours of ACME consultations via Skype, email and phone.</i>	\$1,000	\$1,000

Offer good through June 15, 2012.

Please [contact us](#) if your classroom is not on an annual schedule, if you have questions about district discounts-- or if you wish to discuss any further questions.

Don't need to read more? Sign up [here](#).

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ACME Requirements

ACMEanimation.org is designed to help students and teachers in computer, language arts, digital media, drawing, animation, and many other classes. Classes do need to meet certain minimum

requirements to participate:

1. ACME requires classrooms to have school-based IT and administrative support. Every school's networking environment is different. Some schools will need IT support to allow access through their local firewall. Each school's computer lab and/or software environment is unique. Schools are responsible for their own software installation and maintenance.

2. Access to Vimeo. We use Vimeo to stream our instructional "Fundamentals" Exercises videos and website tutorials. Students can participate on ACMEanimation.org, make comments and upload work without involving Vimeo, but in order to view our videos, your IT department must be able to whitelist the following URLs to allow them through your firewall:

<http://videos.theacmenetwork.org>

<http://tutorials.theacmenetwork.org>

<http://pros.theacmenetwork.org>

player.vimeo.com

vimeo.com

3. The ACME Network uses an email service called Constant Contact. Constant Contact is not an open relay and has strict anti-spam policies in place. Your IT department must ensure you are able to receive email communications from us. If they need whitelisting information, please have your IT department contact us at info@theacmenetwork.org or ops@constantcontact.com.

4. ACMEanimation.org can only bring on classes that have a teacher able to utilize ACME in the classroom. Success with ACME requires that students participate actively in the website by uploading artwork and making comments on the artwork of others. Middle school and high school educators are expected to take an active role in monitoring the interactions between students, including the posting of artwork and their comments to one another. Educators agree to participate in our (very) brief annual survey conducted by an independent evaluator.

5. Some ACME schools use animation software, others just pen and paper. At minimum, our classroom equipment and technical requirements are that classrooms have:

- Computer access for student participants.
- Internet broadband connection that provides full access to the ACME site for all students and teachers.
- The ability to upload digital videos and media.
- Access to scanner, video editing software, paper and pencils for students participating.

Invoice

Date	Invoice #
2/16/2012	1484

Bill To
LAKEVIEW ACADEMY ATTN: LIZ MATTHEWS 527 W. 400 N SARATOGA SPRINGS, UT 84045

P.O. No.	Terms
	Due Upon Receipt

Description	Amount
ACME ANIMATION ONLINE ANNUAL MEMBERSHIP & CURRICULUM 2012-2013 MEMBERSHIP EXPIRES: JUNE 30, 2013 Lakeview Academy - Teacher: Liz Matthews - 1 online class (up to 15 students) Additional Training will be at an additional fee IMPORTANT NOTICE: We want to let you know that the ACME fees will slightly increase next year – by 10%. However, in support of our currently participating ACME schools, we will be able to keep your fees at this year's cost if the invoice is paid by June 30, 2012 . REVISED INVOICE 05/04/12	1,000.00
If you have any questions please feel free to contact Antoinette Urzua at (626)532-6642.	

PLEASE REMIT PAYMENT TO ADDRESS ABOVE

Total

\$1,000.00



Failing to Fulfill Three Specific Duties Can Lead to Revocation or Charter Non-renewal

As a charter school board member, the taxpayers of your state and the parents of children enrolled in your school have placed a trust in you. That trust brings with it an obligation for you (and the board as a whole) to always act in the best interest of those you serve, to give due attention to *all* of the matters entrusted to the board's oversight, and to recognize that even though some authority has been vested in your board to carry out its responsibilities, it in turn, operates under the authority of others.

In governance-speak, we call these three obligations, *fiduciary responsibilities* or *duties*. Specifically, they are often referred to as:

- *the duty of loyalty,*
- *the duty of oversight,* and
- *the duty of obedience.*

They are non-negotiable. Failure to fulfill them can result in charter revocation or non-renewal (as in this month's Case In Point), and in extreme cases, civil and criminal liability. Given the importance of fulfilling these three duties, then, let's briefly discuss a few of their implications for your board.

Duty of loyalty. Your board should have policies by which it requires all board members to abide by ethical conduct at all times when functioning as board members, and it should require every board member to annually disclose any conflicts or potential conflicts of

interest in writing. The board should also have a policy requiring a member with a conflict to recuse himself from voting where such conflicts exist. All such recusals should be clearly recorded in the minutes. The board should be especially careful if board members and/or members of management are related to one another.

The duty of oversight. The board should require management to regularly report data or other evidence indicating *how well* the school is performing. These reports should cover everything the board is responsible for overseeing including, but not limited to, the school's student performance, financial position, compliance with statutes and regulations, risk management, enrollment, and so on. The board should evaluate all such reports *versus* rubber stamping them.

Duty of obedience. Here are a few things the board and the school must obey: the US Constitution (e.g., religious secularism is not permitted in charter schools), all pertinent Federal laws, state laws, regulations, local health and safety codes, and the school's own charter, bylaws, and policies. Besides reading the latter three documents, a board is wise to pursue regular training that helps it ensure that it is fulfilling its duty of obedience. And be sure to document all such training in the board's minutes. Doing so helps it prove that it made a reasonable effort to perform them, which is the standard under the law.

Board Self-Appraisal Questions/Recommendations

1. Does your board have written policies such as those described in the section, *duty of loyalty*?
2. Does the board *require* and *receive* reports from management that help it adequately perform the spectrum of oversight described in the section, *duty of oversight*?

3. Is the board deviating from its charter, bylaws, or policies or anything else in the section, *duty of obedience*?

Case in Point

Broken Promise

The San Diego Unified School District Board which authorizes 43 charter schools, voted August 2, 2011 to revoke the charter of one of the schools in its portfolio, Promise Charter School. What makes this particular revocation especially poignant--and highly unfortunate--is the fact that, according to one newspaper, Promise was **“one of the strongest academically performing charter schools in the state.”** (bold added)

The run-up to the district's decision is a somewhat convoluted story with both sides, the district and the charter school, alleging corruption, incompetence, and misgovernance. At the onset of school problems, some of Promise's parents had even demanded a district investigation. The case is illustrative of many things, not the least of which is that revocation can result from non-compliance with statutory and regulatory requirements *even when a school is performing well academically.*

Given the school's academic performance, was it really necessary for the district to revoke the school's charter? The answer is debatable, but the laundry list of non-compliance issues was a lengthy one. According to various media reports, Promise Charter School:

- violated California's open meeting laws
- failed to prevent inappropriate relationships between a male teacher and his female students
- maintained faulty financial statements
- violated legal requirements pertaining to student suspensions
- violated its own rules about who should sit on its board

- violated state laws pertaining to conflicts of interest
- failed to report child abuse to CPS

Moreover, just a few months before the revocation, in what deserves to become a textbook example of what **NOT** to do if your authorizer is ever investigating your school, Promise's principal actually escorted the district's charter school manager off the premises--itself a violation of California's Education Code. This resulted in a sharply worded letter to the Promise board of directors, ordering it to “immediately confirm that [the] charter school will cease and desist from interfering with the district's rights and obligations in overseeing the charter school . . .”

The real losers are, of course, the 200 students who will now have to go to school elsewhere--probably a poorer performing one--a sad reality that could have been avoided had the board understood and fulfilled its three fiduciary responsibilities.

Sources:

<http://www.10news.com/news/28177169/detail.html>

http://www.voiceofsandiego.org/education/schooled/article_4902f0e2-91ef-11e0-9201-001cc4c03286.html

http://www.voiceofsandiego.org/education/schooled/article_75d87e68-6137-11e0-b13c-001cc4c03286.html

http://www.voiceofsandiego.org/education/schooled/article_f0fada7e-2efa-11e0-8f44-001cc4c03286.html

<http://bloximages.chicago2.vip.townnews.com/voiceofsandiego.org/content/tncms/assets/editorial/4/09/7a3/4097a35a-45c6-11e0-8806-001cc4c002e0-revisions/4d6fe1b5df0ce.pdf.pdf>

<http://www.sandi.net/site/Default.aspx?PageID=2395>

About This Publication & The Author

BoardWiser™ is a publication of Brian L Carpenter PhD & Associates, LLC. It is available on an annual subscription basis and is intended to strengthen charter school performance by helping boards evaluate and excel at governance while refraining from entanglement in operations. To subscribe, visit www.BrianLCarpenter.com. While *BoardWiser™* is intended to provide reliable governance training, it is not intended as legal advice, for which boards should consult a qualified attorney as well as the specific laws of the state in which their chartered school operates.

Dr. Brian L. Carpenter is widely regarded as one of the foremost authorities on charter school governance. Both of his books, *Charter School Board University* and *The Seven Outs: Strategic Planning Made Easy for Charter Schools* are used by schools, associations, and universities. For information on engaging Dr. Carpenter to conduct a board development retreat or to speak at your conference, call (989) 205-4182 or email him at Brian@BrianLCarpenter.com.

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